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15 UNITED STATES DISTRICT COURT  
16 DISTRICT OF NI

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.  
20

21 CONSUMER DEFENSE, LLC, *et al.*,

22 Defendants.  
23  
24  
25  
26

**2:18-cv-00030-GMN-PAL**

**FTC'S EXHIBITS IN SUPPORT  
OF ITS *EX PARTE* MOTION FOR  
TEMPORARY RESTRAINING  
ORDER WITH ASSET FREEZE,  
APPOINTMENT OF RECEIVER,  
AND OTHER EQUITABLE  
RELIEF, AND ORDER TO SHOW  
CAUSE WHY A PRELIMINARY  
INJUNCTION SHOULD NOT  
ISSUE**

**FILED UNDER SEAL**

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28

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# **EXHIBIT 1**

## **DECLARATION OF ADASSA BROWN**

**DECLARATION OF ADASSA CYNTHIA BROWN  
PURSUANT TO 28 U.S.C. § 1746**

I, Adassa Cynthia Brown, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Fayetteville, Georgia. I have personal knowledge of the facts stated below.
2. In or around 2016, I fell behind on my mortgage. I have an MBA, but I was struggling to find a job. I have been suffering from Rheumatoid Arthritis for some time, which affected my ability to work, and had been taking strong medications. My mortgage payments were unmanageably high. I had made several attempts to get a mortgage modification, but my lender, Carrington Mortgage Services ("Carrington"), did not want to give me a modification. I needed help, so I called a number where I thought I could get some help. I do not remember where I found the number. I was hoping to get a mortgage modification that would significantly reduce my monthly payment.
3. I spoke with a woman who identified herself as Sue Kartchner, the manager of Preferred Law. Sue said that she worked with the government. Sue told me that I was overpaying my lender and that the way Carrington was treating me was not right. She said that because of this, she could get some money back for me or obtain a mortgage modification. Sue said that she would be able to get Carrington to give me a substantial interest rate reduction. Sue also said that my mortgage payments should only be around \$500 a month, which would be a substantial reduction from what I was paying. Because Sue represented herself as working with the government, I believed she had the ability to get me a modification and would be successful. Sue also said that after working with Preferred Law, I would be current on my mortgage. I told Sue about my Rheumatoid

Arthritis, the effects of my medications, and my previous unsuccessful attempts to obtain a modification. Sue said that Preferred Law would investigate why I had been denied a modification and force Carrington to modify my mortgage. Sue indicated Preferred Law was very successful at preventing foreclosure and obtaining modifications for its clients, almost to the point of guaranteeing me. The way Sue framed Preferred Law's services made me believe that I would definitely be able to obtain a modification. Based on my conversation with Sue, and Preferred Law's name, I got the impression that Preferred Law was a law firm.

4. Sue said that it would take about three to six months to obtain a modification, and I would have to pay a fee of about \$5,000 in monthly payments of \$500. Sue said that Preferred Law would not do any work on my case until they received the first payment of \$500, and I needed to keep paying \$500 a month for them to continue working on my case. Sue also told me that I should pay Preferred Law directly and not my lender, and that my payments to Preferred Law would be sent to Carrington.
5. At the time I signed up with Preferred Law, I was not thinking properly because of the medications I was taking. I had told Sue about my illness and the effect of the medications; she seemed nice and made me believe that Preferred Law would obtain a modification for me.
6. I signed up with Preferred Law in or around May 2016. On May 3, 2016, Sue sent me an email from the email address skartchner@modificationreviewboard.com. She attached some paperwork to her email. On or around May 18, I filled out, signed, and sent back paperwork to Preferred Law. I provided a copy of Sue's email and some of the paperwork to the Better Business Bureau ("BBB"), and FTC staff obtained copies of

these documents. True and correct redacted copies of Sue's email and the paperwork I sent back, with some of my handwritten annotations, are attached to this declaration as *Attachment A*.

7. Preferred Law took payments directly out of my checking account. Preferred Law also went by the name American Home Loans. I primarily worked with Sue, although Sue also said that another Preferred Law employee, Rebecca Peace, was working under her.
8. During the time I paid Preferred Law, Preferred Law never told me that it was submitting a modification application to Carrington. I asked Preferred Law employees what they were doing to secure my home and obtain a modification, but I never received a definite answer.
9. On December 21, 2016, Rebecca sent me an email from the email address [rpeace@consumerdefense.com](mailto:rpeace@consumerdefense.com). Her email signature listed her company as "Consumer Link." In the email, Rebecca said that she needed some documents from me, including bank statements and an address verification. I sent Rebecca the documents she requested. I provided a copy of this email to the BBB, and FTC staff obtained a copy of the email. A true and correct redacted copy of this email is attached to this declaration as *Attachment B*.
10. At some point, I had made all of the payments I had originally agreed to—around \$5,000 in total. I received a letter from a Preferred Law employee who said that I had made enough payments and would not need to continue paying. However, another Preferred Law representative contacted me and said I needed to begin paying Preferred Law approximately \$297 a month. When I told her about the letter, she got very angry with me and said that the other employee did not know what he was talking about. I asked her

why I should pay additional money because I thought I had reached the end of the payment process. The Preferred Law employee responded that this was what Preferred Law's services cost.

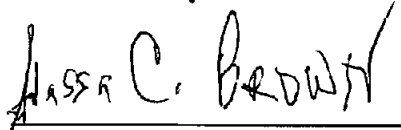
11. In or around January of 2017, I received a foreclosure notice from my lender. I informed Preferred Law about the notice. Sue acted as if she had not known about the foreclosure. I do not remember exactly what Sue said, but she blamed me for the foreclosure. I asked Sue what Preferred Law was doing to secure my home. She seemed very nonchalant and said that everyone has foreclosure problems and it was not a big deal. It seemed as though Preferred Law had no intention of helping me, so I decided to stop paying them.
12. After finding out about the foreclosure notice, I contacted my lender. The representative I spoke with said that Preferred Law had never contacted Carrington. The representative also said that Carrington had never received any documents or applications to modify my mortgage from Preferred Law. The representative also said that the money I had been paying Preferred Law was not being sent to my mortgage lender.
13. I requested a refund from Preferred Law, but Preferred Law told me that it had put enough work into helping me and would not give me a refund.
14. On or around April 10, 2017, I filed a complaint with the BBB. However, they were not able to resolve my complaint.
15. Even though I thought that Preferred Law was a law firm, Preferred Law never assigned me an attorney, provided any legal advice to me, or filed anything in court on my behalf. No one at Preferred Law told me that I could stop doing business with them at any time or reject an offer of mortgage assistance from my lender without having to pay Preferred Law for its services. No one at Preferred Law told me that my lender might not agree to

modify the loan even if I used Preferred Law's services. No one told me that Preferred Law was not associated with the government and its services were not approved by the government or any lender. In fact, Preferred Law made me believe it was in charge of the modification and foreclosure prevention programs. No one at Preferred Law told me that if I stopped paying my mortgage I could lose my home or damage my credit.

16. Preferred Law knew that I was very sick and took advantage of me. In total, I paid Preferred Law approximately \$7,000. Preferred Law did not obtain a mortgage modification for me or even submit a modification application to my lender. Preferred Law did nothing to help keep my home. Prior to working with Preferred Law, my relationship with my lender was civil even though I was behind on my mortgage. Now, my house has been foreclosed upon, and Carrington has a broker attempting to sell my home. I will have to move out of my home next month because I have no other options.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fayetteville, Georgia this 22 day of October 2017.

  
\_\_\_\_\_  
Adassa Cynthia Brown

# **Attachment A**

5/8/2016

Print

**Subject: FROM SUE: PAPERWORK TO BE COMPLETED****From:** Sue Kartchner (skartchner@modificationreviewboard.com)**To:** [REDACTED]**Date:** Tuesday, May 3, 2016 3:45 PM

Cynthia,

Per our discussion, please find your Borrowers Authorization form, Payment Schedule and Fee Agreement. Would you please complete, sign and fax back them to the fax number listed below: (Total of 5 pages)

Within 1-2 business days of receipt of the above requested documents you will receive an email from one of our counselors who will be setting up your file and coordinating with Preferred Law.

**Please note the following:**

1. **On the Borrowers Authorization (BA):** Name of First Lender is the lender you make payments to, not necessarily the first lender you had when you got the loan.
2. **On the Payment Form (PF) :** A) Name on card refers to card holder not the name of the institution, AND THAT IS THE PERSON WHO MUST SIGN THE FORM. B) The date of your first payment will be 14 days from the date I receive your paperwork, this is why there are months and year but no dates listed.
3. **On the Retainer Agreement A)** Page 4, item #7. The law firm is not doing your modification so therefore cannot guarantee any results. the work they do is itemized on page 8 and 9. which is guaranteed as evidenced by their A+ rating with the BBB (see below) B) Page 8. Under each phase you will see a figure of \$974 THESE ARE NOT ADDITIONAL FEES YOU PAY. these are simply stating the value of the service you receive.

Here are links to the regulatory agencies that monitor the organizations involved in the process:

about:blank

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5/5/2016

Print

AHLC: <https://secure.utah.gov/bes/details.html?entity=8445150-0140>  
and

Preferred Law BBB A+ Rating Accredited Status: [http://www.bbb.org/utah/business-reviews/attorneys-and-lawyers-litigation/preferred-law-pltc-in-sandy-ut-22312123/](http://www.bbb.org/utah/business-reviews/attorneys-and-lawyers/litigation/preferred-law-pltc-in-sandy-ut-22312123/)

Lastly, here are some of the recent modifications the agency has successfully received approval on.

Completed Modifications:

<http://www.attorneyloanmodifications.com/success-stories/>  
Look for "Success Stories " on the right side of the page above the video

Thank you,  
Sue Kartchner  
Senior Modification Advisor  
888-980-7487  
888-334-7255 Fax Number

## Attachments

- Borrowers Authorization.pdf (292.02KB)
- BROWN, CYNTHIA PF.pdf (589.31KB)
- BROWN, CYNTHIA RA.pdf (726.35KB)

about:blank

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### Monthly Net Income

Description	Borrower	Co-Borrower	Total
Total Gross Salary (include overtime, comm., bonuses)	\$ [redacted]	\$ [redacted]	\$ [redacted]
Net Salary (take home)	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often are you paid? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			
What is your hire date? Borrower _____ Co-Borrower _____			
Rental Income (If multiple properties, list separately)	\$ [redacted]	\$ [redacted]	\$ [redacted]
Rental Income (If multiple properties, list separately)	\$ [redacted]	\$ [redacted]	\$ [redacted]
Rental Income (If multiple properties, list separately)	\$ [redacted]	\$ [redacted]	\$ [redacted]
Rental Income (If multiple properties, list separately)	\$ [redacted]	\$ [redacted]	\$ [redacted]
Other Income (specify) _____	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often is it received? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			
Other Income (specify) _____	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often is it received? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			
Other Income (specify) _____	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often is it received? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			
Other Income (specify) _____	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often is it received? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			
Other Income (specify) _____	\$ [redacted]	\$ [redacted]	\$ [redacted]
How often is it received? <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other(specify) _____			

I (We), the borrower and co-borrower (if any) declare that that all of the information in this Financial Worksheet is true and correct.

*Valence*  
**Borrower:** \_\_\_\_\_  
 Date: 5/18/16 Sign here ► Cynthia Brown  
 Print Name: \_\_\_\_\_

*888 519 4086*  
**Co-Borrower:** \_\_\_\_\_  
 Date: \_\_\_\_\_ Sign here ► \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Financial Worksheet

PREFERRED LAW, PLLC • 2825 E COTTONWOOD PKWY • STE 500 • SALT LAKE CITY, UT 84121  
 Phone: (888) 980-7457 • Fax: (888) 224-6524 • www.preferredlawfirm.com

*Atlanta Legal Aid Senior Center*  
 1074-1.57 9915

*Total [redacted] - (monthly)*  
*Federal Trade Com.*  
*877-382-4357*  
*77 Melville*



## Monthly Expenses

Description	Monthly Expense	Balance Due (If any)
First Mortgage:	\$ [REDACTED]	[REDACTED]
<input checked="" type="checkbox"/> (check if amount includes taxes and ins.)		
Property Tax:	\$ [REDACTED]	\$
Property Insurance:(If applicable)	\$ [REDACTED]	\$
Second Mortgage:(If applicable)	\$ [REDACTED]	\$
HOA Dues:(If applicable)	\$ [REDACTED]	\$
<b>SUBTOTAL</b> (add above amounts)	\$ [REDACTED]	\$
Vehicle Payments/Leases:	\$ [REDACTED]	\$
Vehicle Insurance:	\$ [REDACTED]	\$
First Credit Card (Minimum Payment Due)	\$ [REDACTED]	\$
Second Credit Card (Minimum Payment Due)	\$ [REDACTED]	\$
Other Credit Cards (Minimum Payment Due)	\$ [REDACTED]	\$
Other Loans:(specify) _____	\$ [REDACTED]	\$
Other Loans:(specify) _____	\$ [REDACTED]	\$
Other Loans:(specify) _____	\$ [REDACTED]	\$
Other Loans:(specify) _____	\$ [REDACTED]	\$
Food:	\$ [REDACTED]	\$
Fuel:	\$ [REDACTED]	\$
Electric:	\$ [REDACTED]	\$
Natural Gas:	\$ [REDACTED]	\$
Water:	\$ [REDACTED]	\$
Cable:	\$ [REDACTED]	\$
Cell Phone:	\$ [REDACTED]	\$
Land Phone:	\$ [REDACTED]	\$
Internet:	\$ [REDACTED]	\$
Health Insurance:(If paid out of pocket)	\$ [REDACTED]	\$
Dental Insurance:(If paid out of pocket)	\$ [REDACTED]	\$
Life Insurance:(If paid out of pocket)	\$ [REDACTED]	\$
Other Expenses:(specify) _____	\$ [REDACTED]	\$
Other Expenses:(specify) _____	\$ [REDACTED]	\$
Other Expenses:(specify) _____	\$ [REDACTED]	\$
<b>TOTAL EXPENSES</b> (add above to subtotal)	\$ [REDACTED]	\$
Are you paying your credit cards? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes, but minimum payment <input checked="" type="checkbox"/> No		
Are you behind on bills other than your mortgage? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/>		

Total Monthly Expenses =



Financial Worksheet

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Phone: (888) 980-7457 • Fax: (888) 224-6524 • www.preferredlawteam.com



## Financial Worksheet

## Borrower Information

Name: ROSSA Cynthia Brown  
 Address: [REDACTED]  
 City: Lawrenceville  
 State: Georgia Zip: [REDACTED]  
 Phone (Home): [REDACTED]  
 Phone (Work): [REDACTED]  
 E-mail: [REDACTED]

## Co-Borrower Information:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone (Home): \_\_\_\_\_  
 Phone (Work): \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Number of Dependents: [REDACTED] Number of People Residing in Home: [REDACTED]  
 Are you: ☐ Married ☐ Single ☐ Divorced ☐ Separated ☐ Widowed

## Property Address (If different than above):

Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_

## First Mortgage Information:

Lender: Carrington Mortgage Services  
 Loan/Account No.: [REDACTED]  
 Type of Loan: FHA ☐ Conventional ☒  
 Balance Due: \$ [REDACTED]  
 Original Rate: [REDACTED] % Recast Rate: \_\_\_\_\_ %  
 Current Mo. Pmt: \$ [REDACTED] Escrow: \_\_\_\_\_  
 Date Loan Originated: [REDACTED]

## Second Mortgage Information:

Lender: \_\_\_\_\_  
 Loan/Account No.: \_\_\_\_\_  
 Type of Loan: FHA ☐ Conventional ☐  
 Balance Due: \$ \_\_\_\_\_  
 Original Rate: \_\_\_\_\_ % Recast Rate: \_\_\_\_\_ %  
 Current Mo. Pmt: \$ \_\_\_\_\_ Escrow: \_\_\_\_\_  
 Date Loan Originated: \_\_\_\_\_

Have you previously been placed in a workout/modification with any lender? NO  
 Have you defaulted on a bankruptcy/workout agreement? \_\_\_\_\_ Months delinquent on home loan(s)? \_\_\_\_\_

## Other Real Property (If any):

Rental Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____
Rental Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____
Rental Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____
Other Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____
Other Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____
Other Property: Name of Lender: _____	Loan Balance: \$ _____	Monthly Payment: \$ _____

Financial Worksheet

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# Attachment B

**Subject:** Consumer Link  
**From:** Rebecca Peace (rpeace@consumerdefense.com)  
**To:** [REDACTED]  
**Date:** Wednesday, December 21, 2016 12:03 PM

Hello Cynthia,

Below is the information I am needing from you at this time:

- all pages of your October and November bank statement for your Wells Fargo account
- all pages of your October and November bank statement for your Chase account
- picture of your niece's ID showing your address
- \$400.00 deposit for rent AND \$400.00 deposit for contribution circled on your bank statement for October and November.

Please send me these documents by Friday, December 23, 2016.

—

--Thanks

--Rebecca Peace —  
Negotiator  
Consumer Link

888-980-7317 EXT 209  
888.224.6524 FAX  
Hours of operation Monday-Friday 8:00- 4:00 (MST)

**Confidentiality Notice:** This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.



## **EXHIBIT 2**

### **DECLARATION OF DONNA BRUNDAGE**



**DECLARATION OF DONNA BRUNDAGE  
PURSUANT TO 28 U.S.C. § 1746**

I, Donna Brundage, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Barker, New York. I have personal knowledge of the facts stated herein.
2. In or around 2013, my husband and I were having trouble paying our mortgage. Our interest rate was 9.7%, and our monthly payments were approximately \$1,300. We tried to work with HSBC, our lender, to obtain a loan modification, with no success. HSBC called my family and called me at my place of employment several times to say that we were behind on our mortgage payments and to ask when we could make the payments. In the spring of 2013, HSBC served us with foreclosure papers.
3. We looked for help in getting a loan modification. In or around the summer of 2013, I received a call from a representative named Ashley who worked for a company named Preferred Law. Ashley said that Preferred Law was a law firm that could stop the foreclosure of our house and help us obtain a modification. She said that what HSBC was doing to us was illegal, because our interest rate was higher than what was allowed under President Obama, and HSBC should not have put us in the mortgage to begin with because it knew we could not afford it. She said that Preferred Law would subpoena HSBC for its phone records because HSBC illegally attempted to collect a debt by calling me at work and my mother. She also said that we might even get all of my money back from HSBC and not have to continue making mortgage payments at all. Ashley said that Preferred Law would definitely be able to get a modification of our loan, and that its success rate was 100%. She also said that Preferred Law had been in business for

twenty-one years and never had any clients that were declined for a modification. She told me that we could expect our new interest rate to be about 4.3% and that our monthly payments would not be any higher than \$900, including escrow.

4. I told Ashley we needed to think about whether to sign up with Preferred Law, and Ashley said they would call me back in 24 hours.
5. When Preferred Law called on or around the next day, we said that we wanted to sign up for the program. Ashley told us that we would have to pay a fee before Preferred Law would work on our case. She said that the first upfront fee was about \$950, which we would pay in installments for the first three months. After that, we had to pay approximately \$780 a month to Preferred Law.
6. Ashley told us that we should not call our lender, and that if we were contacted by the lender, we should not give the lender any information besides the fact that our account had been referred to a law firm and Preferred Law's contact information. Ashley also told us to stop paying our mortgage because our case would be in a lawyer's hands.
7. Preferred Law sent us a copy of a contract via mail and went over the contract with us over the phone. The contract included a payment form, which we filled out with our credit card information and signed on or around June 11, 2013. We tried reading through the contract ourselves, but it was very complex and hard to understand, so we relied on the explanations that Preferred Law's representatives provided us over the phone. True and correct redacted copies of a borrower(s) authorization form and payment form are attached to this declaration as *Attachment A*.
8. At some point after we signed up, a Preferred Law representative said that HSBC had a lot of fraud, and Preferred Law would audit our mortgage documents from HSBC.

Preferred Law told me it faxed a letter to our lender requesting information about our mortgage on or around June 18, 2013, a true and correct copy of which is attached to this declaration as *Attachment B*. I am uncertain if this letter had any effect on delaying our foreclosure or if it was actually considered an application for a modification.

9. After signing up with Preferred Law, Preferred Law representatives asked us to provide documents such as bank statements, pay stubs, electric bills, mortgage statements from HSBC, and an itemized budget. We provided all of the documents Preferred Law requested. For instance, on or around June 25, 2013, we received an email requesting documents from a Preferred Law employee named Karla Renteria. Karla's email said that she was the paralegal assigned to our case. A true and correct redacted copy of the email is attached to this declaration as *Attachment C*.
10. After we signed up, I called Preferred Law about once a week to ask about the status of our modification. Preferred Law told me that it was working on the modification and was waiting to receive documentation from HSBC.
11. Preferred Law continued to request additional documents from us, all of which we provided. For instance, on or around October 2, 2013, Preferred Law sent us a fee and representation agreement, which we signed. A true and correct redacted copy of pages from the fee and representation agreement is attached to this declaration as *Attachment D*.
12. On or around December 13, 2013, we received a letter from a Preferred Law representative named Bobbi Collins. The letter stated that our account with Preferred Law was past due and at risk of being placed on hold. She said that Preferred Law wanted to continue working with us on our modification, but we needed to respond. I

interpreted this letter to mean that the status of our modification and foreclosure prevention was at risk if we did not continue to pay Preferred Law. I believed that if we did not comply with everything Preferred Law asked of us, we would lose our home. A true and correct redacted copy of this letter is attached to this declaration as *Attachment E*.

13. We continued to pay Preferred Law through 2014. At some point, Preferred Law reduced our payments to approximately \$297 a month.

14. On or around April 3, 2014, Preferred Law sent us a fax that included a HAMP checklist. The checklist listed different types of documents, such as proof of income, a utility bill, and bank statements, which we had already provided to Preferred Law. These documents were checked off on the checklist. The fax also included a borrowers' authorization form that authorized Preferred Law to communicate with our lender, which we signed. True and correct redacted copies of these documents are attached to this declaration as *Attachment F*.

15. On or around November 10, 2014, we received an email from a Preferred Law representative named VerNeita Clark about our payment scheduled for November 12, 2014. The email indicated that the payment would be listed on our bank statement as either "AM Property Management," "Preferred Law," or "FMG Partners." A true and correct redacted copy of this email is attached to this declaration as *Attachment G*.

16. Preferred Law frequently withdrew money out of our account under different names. Between January 2014 and August 2014, Preferred Law's charges appeared on my bank statements as "PREFERRED LAW," "IN \*AM PROPERRTY MANAG," and "PREFERRED LAW – MELIS." A true and correct redacted copy of pages of my bank

statements from January 2014 to August 2014 is attached to this declaration as

***Attachment H.***

17. After a while had gone by with no results, I began to call Preferred Law more often.

About half the time, Ashley, the Preferred Law representative with whom we first spoke, would never return my phone calls. When I was able to speak with Ashley, she would tell me that Preferred Law was in frequent telephone contact with HSBC but had not been able to make progress so far.

18. At some point, I called HSBC. The representative I spoke with said that they had received one letter from Preferred Law, which had led HSBC to delay the foreclosure of our house. The representative did not tell me what the letter said. When I asked if HSBC could send me a copy of the letter, the representative said that HSBC could not because the letter was from the attorney at Preferred Law and I should have gotten a copy from Preferred Law. The representative did not indicate that there was a pending application for a modification or that Preferred Law had submitted an application to modify our loan. Additionally, the HSBC representative told me that Preferred Law had never telephoned HSBC. I still do not know if Preferred Law ever submitted an application to modify our mortgage.

19. In 2014, while still enrolled in Preferred Law's program, our mortgage was sold to Caliber Home Loans. We did not know about the sale at the time, and Preferred Law continued telling us that it was in contact with HSBC. Later, when I spoke with a representative at Caliber Home Loans, I was told that Caliber had not heard from Preferred Law.

20. We paid monthly fees to Preferred Law for about two years, during which time it was unable to obtain a modification on our behalf. Preferred Law told us that we would not have to make the last payment of \$900 because our case had been taking so long.
21. In or around November of 2014, I wrote Preferred Law saying that we no longer needed its services and asking for our money back. I also requested we be paid interest on the fees paid due to the aggravation Preferred Law put us through. Preferred Law subsequently withdrew a payment of \$900 even though I had already requested a refund and Preferred Law had originally told us we would not need to make that payment. Preferred Law replied to my letter that it would not give us a refund because we were the ones choosing to stop their services. I also contacted Ashley over the phone because I remembered listening to a message that the call would be recorded each time I called Preferred Law. When I asked Ashley to provide recordings of our conversations, she refused.
22. At some point, I worked with another firm called Default Solutions. A representative I spoke with at Default Solutions, Silvio, told me that Preferred Law's attorneys do not have a license to practice law in New York.
23. Preferred Law did not obtain a mortgage loan modification for us. I do not know if it ever submitted a modification application. My husband and I put our heart and soul into our home, and the prospect of losing it has caused significant emotional hardship. At the time that we stopped working with Preferred Law, we had not made mortgage payments in approximately three years and were facing foreclosure. Caliber Home Loans had also asked us to pay all of the interest that has accrued in that time, which was approximately \$47,000. Currently, we are working with a law firm called Amerihope Alliance.

Amerihope Alliance has negotiated with our lender, and we are in the process of making three monthly payments on a trial basis. We have made the three payments, but our interest rate has not decreased and we have not yet obtained a modification.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Barker, New York this \_\_\_\_ day of 8/30, 2017.

  
Donna Brundage

# Attachment A



**Borrower(s) Authorization**

Date 6-11-2013  
 To HFC Beneficial HSBC  
 (Name of Lender)

Mortgage Account Number [REDACTED]

The undersigned borrower(s) do hereby appoint Preferred Law, PLLC, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

(Address of Property) [REDACTED](City, State, Zip) Barker NV

As necessary to carry out the above, Preferred Law, PLLC, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Preferred Law, PLLC to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

**Borrower:**

Michael C Brundage  
 Signature

MICHAEL C BRUNDAGE  
 Printed Name

Social Security Number [REDACTED]Date of Birth [REDACTED]**Co-Borrower:**

Donna M Brundage  
 Signature

Donna M Brundage  
 Printed Name

Social Security Number [REDACTED]Date of Birth [REDACTED]

Please be advised the following individuals are authorized REPRESENTATIVES of Preferred Law, PLLC that can be reached at (801) 386-5100: Benjamin Horton, Attorney•Jonathan Hanley•Phillip Hanley•Sandra Hanley•Shannon Martinez•Bobbi Collins•Tyla Carroll•Rebecca Peace•Maria Franco•Jake Snyder•Fernando Moncayo•Amparo Moncayo•Stacey Rasmussen•Kristen Runyan•Katie Gilson•Grant Canfield•Jenna Adam•Gabriel Sanchez•Dave Matute•Stephanie Sala•Margaret Hammond•Lesley Stevens•Candice Davies

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 Authorization



## Payment Form

**Modification Review Board Advisers Name:** Rod Kartchner 6-10-13

**Client Information:**

**Name:** Michael and / or Donna Brundage

**Phone:** [REDACTED]

**E-mail:** [REDACTED]

**Physical Address:** [REDACTED] Barker, N.Y. [REDACTED]

**Billing Information:**

**Name on Card:** [REDACTED]

**Card Type:** Visa, MasterCard, Discover [REDACTED]

**Daily Limit on Card, if none write NONE:** [REDACTED]

**Card Number:** [REDACTED]

**Expiration:** [REDACTED] **Code:** [REDACTED]

**Billing Address:** [REDACTED]

**Payment Schedule:**

	Date	Amount
1	6-22-13	\$780.00
2	7-22-13	\$780.00
3	8-22-13	\$780.00
4	9-22-13	\$780.00
5	10-22-13	\$780.000
<b>Total</b>		<b>\$3,900.00</b>

**Client's Signature:**

**Date:** 6-11-2013

**Sign here ►**

*Michael C Brundage*

**Additional Fees:** If your payment is declined or return there will be a \$25.00 fee added to your account. Please give a minimal of 48 hours before your payment date is due to reschedule or change any payments as there will be a \$25.00 fee for late requests. Any file with a payment hold will have a \$50.00 fee added to the account to remove the hold.

**Chargeback Policy:** If you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages fee of \$250 shall be applied to your account in addition to all other remedies provided under Utah law.

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Payment Form

# Attachment B



VIA FACSIMILE

To: HFC Beneficial	Fax number: (888) 778 - 3811
From: Preferred Law, PLLC (Law Office)	Fax number: (888) 224-6524
Date: 6/18/2013	Phone number for follow-up: (801) 386-5100
Regarding : Michael Brundage and Donna Brundage ; Loan No. [REDACTED]	
Property Address: [REDACTED] Barker, New York [REDACTED]	

To Whom It May Concern:

Please be advised that our law firm, Preferred Law, PLLC, represents Michael Brundage and Donna Brundage (collectively, the "Borrower") regarding the above referenced property loan. Enclosed please find formal verification of our authority to represent the Borrower in this matter. Preferred Law, PLLC makes this request pursuant to federal law only, including the Truth in Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act (RESPA), codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code.

First, pursuant to the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p, please provide our office with definitive evidence that you are, in fact, the owner of the Note related to the above loan. As you are probably aware, you have 30 days from the date of this request to provide such documentation. Please provide a true and certain copy of the Note which substantiates the above referenced loan. Further, pursuant to the FDCPA, please notify your collection department of this request and, accordingly, please cease and desist any and all collection efforts related to the above referenced loan until such time when you can provide such documentation. Notwithstanding, any and all communications related to home loan modifications, foreclosure alternatives, and those programs provided for under the Making Home Affordable Program<sup>1</sup> or other similar programs of the lender shall be EXCLUDED from this cease and desist.

Second, please be advised that the Borrower can no longer afford the payments on the above referenced loan, and thus, this account has become delinquent. The Borrower has experienced an economic hardship that has made the continued and ongoing payments on the above referenced account near impracticable. Accordingly, Borrower will likely be requesting a loan modification on behalf of the Borrower through Modification Review Board, LLC, a Mortgage Assistance Relief Service. We are including various economic worksheets, verification of income, banking records and a hardship letter for your review.

To complicate matters, the Borrower bought the home at the peak of the real estate bubble. Nonetheless, any money that the Borrower thought may exist in the home, such as the down payment, is gone. As you are probably aware, due to a substantial downturn in the property values, the above referenced loan, in combination with any additional debt related to the home, is for a principal amount that is significantly more than the current property value. These economic hardships in combination with high interest rates and an inflated principal amount make the Borrower's ability to pay the above referenced mortgage extremely difficult.

The combination of these circumstances led to the Borrower's retention of this law office and Modification Review Board, LLC, a Mortgage Assistance Relief Service, to assist the Borrower in seeking relief. Modification Review Board, LLC's first step of service is it to work with you, the owner of the first mortgage, to negotiate loan modification agreements for the first mortgage so that a

<sup>1</sup> The Making Home Affordable Program includes the following: Home Affordable Modification Program SM (HAMP SM), Principal Reduction Alternative SM (PRA), Second Lien Modification Program (2MP), FHA Home Affordable Modification Program (FHA-HAMP), USDA's Special Loan Servicing Veteran's Affairs Home Affordable Modification (VA-HAMP), Home Affordable Foreclosure Alternatives Program (HAFA), Second Lien Modification Program for Federal Housing Administration Loans (FHA-2LP), Home Affordable Refinance Program (HARP), FHA Refinance for Borrowers with Negative Equity (FHA Short Refinance), Home Affordable Unemployment Program (UP), and Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (HHF).

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modified mortgage will consist of terms which include a fair and fixed interest rate and a principal amount that is in line with the current property value and current federal and state guidelines for these types of loan modifications.

Modification Review Board, LLC is requesting this loan modification on behalf of the Borrower because, while the Borrower has experienced some hardships. We are confident, based on our conversations with the Borrower, that if such a loan modification agreement can be executed, the Borrower will be able to abide by its terms and be a long standing customer of HFC Beneficial without any further unforeseen incidents. We work hard to pre-screen our clients to ensure that their hardships are temporary, and that a loan modification agreement will be a solution, not just a temporary fix. We believe that the Borrower will meet these criteria.

You should be aware, as we discussed, that Modification Review Board, LLC has been working diligently with numerous lenders to enter into loan modifications agreements with borrowers and lenders which empower borrowers to become reliable paying customers and loan companies to restart reliable revenue streams. Using new federal legislation as guidelines for such programs, we have been extremely successful in avoiding foreclosure for homeowners and assisting mortgage companies with ensuring that they can generate reliable revenue streams from their customers. Based on our experience with what numerous other lenders and servicers are providing, and based upon the guidelines provided in the federal loan modification guidelines as set forth in the federal foreclosure relief bill which was approved by Congress and President Bush in July, 2008, in addition to the new initiatives put forth by President Obama, we are proposing a loan modification agreement which has the following terms:

1. Reduction in Interest Rate. Not only are loan modification agreements being executed for reduced principal amounts, but they are also providing for fixed interest rates which are generally less than 6.0%. Accordingly, any loan modification package for the above referenced loan must include such a provision; preferably, at a fixed annual interest rate that is less than 2.5%.
2. Forgiveness of any Outstanding Amounts. The Borrower's account is delinquent. While they are working to resolve these financial problems, the Borrower cannot make any large payments to make an account current once we reach a loan modification agreement. Thus, there are two choices in how to deal with the current past due balance: (a) add the amount into the loan, or (b) forgive the amount. As the first option would increase the principal balance, negating any efforts made to lower the balance pursuant to the first requested term of the loan modification, we are asking that you forgive this amount.

Accordingly, should you be willing to provide an offer for a loan modification agreement that represents a conscionable financing solution (principal of approximately fix an interest rate of 2% per year for 30 years, and forgive any outstanding amounts owed), we are confident that the Borrower will be able to comply with such requirements and continue to be a long standing customer in good standing with HFC Beneficial.

Finally, we need not tell you the pressures on the mortgage and real estate industries. Again, Modification Review Board, LLC has been working with numerous lenders to execute these types of loan modification agreements. We can tell you that nothing that we have asked for above is above or beyond current industry standards. We can also attest that your willingness to resolve this matter in an expeditious and amicable manner would generate substantial good will for HFC Beneficial and the Borrower would gladly help resolve these issues in any manner possible.

Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,

Benjamin R. Horton, Attorney  
Preferred Law, PLLC

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#### QUALIFIED WRITTEN REQUEST

Again this is a Qualified Written Request under the Truth in Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code. TAKE NOTICE that RESPA provides substantial penalties and fines for non-compliance or failure to answer our questions and production of documents as requested in this letter within sixty (60) days of its receipt.

In order to conduct the examination and audit of this loan, we need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to our questions are needed for us, including our audit experts, to insure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to TILA, FDCPA, RESPA, Home Ownership and Equity Protection Act (HOEPA), and other laws;
2. That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
3. That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, state and federal laws and is entitled to the benefits of payments;
4. That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc., were and still are properly disclosed to the Borrower;
5. That each servicer and/or sub-servicers of this mortgage have serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;
6. That each servicer and sub-servicers of this mortgage have serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;
7. That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to this loan; and
9. That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by the Borrower in any agreement, have been charged, assessed or collected from this account.

In order to validate this debt and audit this account, we need copies of pertinent documents to be provided to our office. We also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this [REDACTED] or the Borrower's name.

As such, please mail to our address, at the address below, copies of the documents requested below as soon as possible. Please provide copies of the following:

1. Any certificated or uncertificated security, front and back, used for the funding of account # [REDACTED]

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2. Any and all "Pool Agreement(s)" including account # [REDACTED] between HFC Beneficial and any government sponsored entity (GSE).
3. Any and all "Deposit Agreement(s)" regarding account # [REDACTED] or the "Pool Agreement" including account # [REDACTED] between HFC Beneficial and any GSE.
4. Any and all "Servicing Agreement(s)" between HFC Beneficial and any GSE.
5. Any and all "Custodial Agreement(s)" between HFC Beneficial and any GSE.
6. Any and all "Master Purchasing Agreement(s)" between HFC Beneficial and any GSE.
7. Any and all "Issuer Agreement(s)" between HFC Beneficial and any GSE.
8. Any and all "Commitment to Guarantee" agreement(s) between HFC Beneficial and any GSE.
9. Any and all "Release of Document agreements" between HFC Beneficial and any GSE.
10. Any and all "Master Agreement(s) for servicer's Principle and Interest Custodial Account(s)" between HFC Beneficial and any GSE.
11. Any and all "Servicers Escrow Custodial Account" between HFC Beneficial and any GSE.
12. Any and all "Release of Interest" agreements between HFC Beneficial and any GSE.
13. Any Trustee agreement(s) between HFC Beneficial and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. regarding account # [REDACTED] or pool accounts with any GSE.
14. Please send a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.
15. Please provide a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.
16. Please provide a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
17. Please provide a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.
18. Please provide a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.
19. Please provide a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.

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20. Please provide any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.
21. Please provide a certified copy of the signed promissory note showing the front and back of the document.
22. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
23. All descriptions and legends of all codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
24. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by the Borrower to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
25. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
26. All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
27. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
28. All escrow analyses conducted on this account from the inception of this account until the date of this letter.
29. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
30. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by the Borrower or others on this account.
31. All letters, statements and documents sent to the Borrower by your company.
32. All letters, statements and documents sent to the Borrower by agents, attorneys or representatives of your company.
33. All letters, statements and documents sent to the Borrower by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
34. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.

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35. All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
36. All copies of the Borrower's property inspection reports, appraisals, BPOs (Broker Price Opinions) and reports done on the property.
37. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
38. All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
39. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
40. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until the date of this RESPA request.
41. All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account until the date of this RESPA request.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, we need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide to our office, in writing, the answers to the questions listed below.

#### **ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

42. Please identify each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that the experts can decipher the data provided. We demand a certified Transaction Chart (T Chart) showing the GAAP journal entries made at the inception.
43. For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
44. For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that we, and others can adequately audit this account.

#### **DEBITS & CREDITS**

45. Pursuant to banking law 12 U.S.C. § 1813, please provide the deposit slip for the alleged Borrower's promissory note that was issued to HFC Beneficial for processing through the Federal Reserve Bank in exchange of credit.
46. In a spreadsheet form or in letter form in a columnar format, please detail each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.

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47. Please provide the order authorizing the withdrawal of funds from the Borrower's promissory note deposit account.
48. In a spreadsheet form or in letter form in a columnar format, please detail each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
49. For each debit or credit listed, please provide the definition for each corresponding transaction code you utilize.
50. For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

#### **MORTGAGE & ASSIGNMENTS**

51. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument the Borrower executed to secure this debt been recorded in the parish/county property records in the parish/county and state in which the Borrower's land and chattel property is located from the inception of this account to the present date? Yes or No?
52. If not, why?
53. Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
54. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument the Borrower executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
55. If yes, please detail the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument the Borrower executed securing the obligation on this account that was not recorded in the county records where the Borrower's property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

#### **ATTORNEY FEES**

56. For purposes of our questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
57. Have attorney fees ever been assessed to this account from the inception of this account to the present date?
58. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
59. Have attorney fees ever been charged to this account from the inception of this account to the present date?
60. If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
61. Have attorney fees ever been collected from this account from the inception of this account to the present date?

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62. If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
63. Please provide the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
64. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed which authorized the assessment, charge or collection of attorney fees.
65. Please detail and list each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
66. Please detail and list each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
67. Please detail and list any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
68. Please detail and list any adjustments in attorney fees collected and on what date such adjustment(s) were made and the reasons for such adjustment(s).
69. Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
70. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
71. How much in total attorney fees have been assessed to this account from the inception of this account until present date?
72. How much in total attorney fees have been collected on this account from the inception of this account until present date?
73. How much in total attorney fees have been charged to this account from the inception of this account until present date?
74. Please send copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account.

#### **SUSPENSE/UNAPPLIED ACCOUNTS**

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

75. Have there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
76. If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.

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77. In a spreadsheet or in letter form in a columnar format, please detail each and every suspense or unapplied transaction, both debits and credits that have occurred on this account from the inception of this account until present date.

**LATE FEES**

For purposes of our questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

78. Have you reported the collection of late fees on this account as interest in any statement to the Borrower or to the IRS? Yes or No?
79. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as Interest in any statement to the Borrower or to the IRS? Yes or No?
80. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
81. Are late fees considered interest? Yes or No?
82. Please detail what expenses and damages you incurred for any payment the Borrower made late.
83. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
84. If yes, please describe what expenses or charges were charged or assessed to this account.
85. Please describe what expenses you or others undertook due to any payment the Borrower made, which was late.
86. Please describe what damages you or others undertook due to any payment the Borrower made which was late.
87. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed which authorized the assessment or collection of late fees.
88. Please detail and list each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
89. Please detail each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
90. Please detail and list any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
91. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
92. Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?
93. Have any late charges been assessed to this account? Yes or No?

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94. If yes, how much in total late charges have been assessed to this account from the inception of this account until present date?
95. Please provide the exact months or payment dates you or other previous servicers of this account claim the Borrower has been late with a payment from the inception of this account to the present date.
96. Have late charges been collected on this account from the inception of this account until present date? Yes or No?
97. If yes, how much in total late charges have been collected on this account from the inception of this account until present date?

**LAND & CHATTEL PROPERTY INSPECTIONS**

98. For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
99. Have any property inspections been conducted on the Borrower's land and chattel property from the inception of this account until the present date?
100. If your answer is no, you can skip the rest of these questions in this section concerning property inspections.
101. If yes, please state the date of each property inspection conducted on the Borrower's land and chattel property that is the secured interest for this mortgage, deed or note?
102. Please state the price charged for each property inspection.
103. Please state the date of each property inspection.
104. Please state the name and address of each company and person who conducted each property inspection on the Borrower's land and chattel property.
105. Please state why property inspections were conducted on the Borrower's property.
106. Please state how property inspections are beneficial to the Borrower.
107. Please state how property inspections are protective of the Borrower's land and chattel property.
108. Please explain your policy on property inspections.
109. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
110. If yes, why?
111. Do you use property inspections to collect debts? Yes or No?
112. Have you used any portion of the property inspection process on the Borrower's land and chattel property to collect a debt or inform the Borrower of a debt, payment or obligation the Borrower owes?

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113. If yes, please answer when and why?
114. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement the Borrower signed that authorized the assessment or collection of property inspection fees?
115. Have you labeled in any record or document sent to the Borrower a property inspection as a miscellaneous advance? Yes or No?
116. If yes, why?
117. Have you labeled in any record or document sent to the Borrower a property inspection as a legal fee or attorney fee? Yes or No?
118. If yes, why?
119. Please detail and list each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
120. Please detail and list each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
121. Please detail and list any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
122. Please detail and list any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
123. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
124. If yes, when and how much was charged?
125. Is interest allowed to be assessed or charged on inspection fees or assessed to this account? Yes or No?
126. How much in total inspection fees have been assessed to this account from the inception of this account until present date?
127. How much in total inspection fees have been collected on this account from the inception of this account until present date?
128. Please provide copies of all property inspections made on the Borrower's property in this mortgage account file.
129. Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

#### **BPO FEES**

130. Have any BPOs (Broker Price Opinions) been conducted on the Borrower's land and chattel property?

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131. If yes, please state the date of each BPO conducted on the Borrower's land and chattel property that is the secured interest for this mortgage, deed or note?
132. Please state the price of each BPO.
133. Please state who conducted each BPO.
134. Please state why BPOs were conducted on the Borrower's land and chattel property.
135. Please state how BPOs are beneficial to the Borrower.
136. Please state how BPOs are protective of the Borrower's land and chattel property.
137. Please explain your policy on BPOs.
138. Have any BPO fees been assessed to this account? Yes or No?
139. If yes, how much in total BPO fees have been assessed to this account?
140. Have any BPO fees been charged to this account? Yes or No?
141. If yes, how much in total BPO fees have been charged to this account?
142. Please state specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement the Borrower has executed that allows you to assess, charge or collect a BPO fee from the Borrower.
143. Please provide copies of all BPO reports that have been done on the Borrower's land and chattel property.
144. Has any fee charged or assessed for a BPO been placed into escrow? Yes or no?

**FORCED-PLACED INSURANCE**

145. Have you placed or ordered any forced-placed insurance policies on the Borrower's land and chattel property?
146. If yes, please state the date of each policy ordered or placed on the Borrower's property that is the secured interest for this mortgage, deed or note.
147. Please state the price of each policy. –
148. Please state the agent for each policy.
149. Please state why each policy was placed on the Borrower's land and chattel property.
150. Please state how the policies are beneficial to the Borrower.
151. Please state how policies are protective of the Borrower's land and chattel property.
152. Please explain your policy on forced-placed insurance.

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153. Have any forced-placed insurance fees been assessed to this mortgage or escrow account? Yes or No?
154. If yes, how much in total forced-placed policy fees have been assessed to this account?
155. Have any forced-placed Insurance fees been charged to this mortgage or escrow account? Yes or No?
156. If yes, how much in total forced-placed Insurance fees have been charged to this mortgage or escrow account?
157. Please state specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement the Borrower has executed that allows you to assess, charge or collect forced-placed insurance fees from the Borrower.
158. Do you have any relationship with the agent or agency that placed any policies on the Borrower's land and chattel property? If yes, please describe.
159. Do you have any relationship with the carrier that issued any policies on the Borrower's land and chattel property? If yes, please describe.
160. Has the agency or carrier you used to place a forced-placed insurance policy on the Borrower's land and chattel property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
161. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? If yes, please provide copy of each such policy.
162. Please provide copies of all forced-placed insurance policies that have been ordered on the Borrower's land and chattel property.

#### **SERVICING RELATED QUESTIONS**

For each of the following questions listed below, please provide a detailed explanation in writing that answers each question. In addition, we need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide, In writing, the answers to the questions listed below:

163. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
164. Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
165. Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
166. Please identify where the originals of this entire account file are currently located and how they are being stored, kept and protected?

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167. Where is the original monetary instrument (promissory note) or mortgage the Borrower signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
168. Where is the original deed of trust or mortgage and note the Borrower signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
169. Since the inception of this loan, has there been any assignment of the Borrower's monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
170. Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
171. Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
172. Since the inception of this loan, have any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that have sub-serviced this mortgage loan.
173. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, identify each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
174. Has each and every assignment of the Borrower's asset/monetary instrument been recorded in the parish/county land records where the property associated with this mortgage account is located?
175. Has there been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
176. Have there been any investors (as defined in your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust involved.
177. Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
178. Please provide copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.



179. How much was paid for this individual mortgage account by you?
180. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
181. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
182. Who did you issue a check or payment to for this mortgage loan?
183. Please provide copies with the front and back of canceled check.
184. Did any Investor approve the foreclosure of the Borrower's property?
185. Has HUD assigned or transferred foreclosure rights to you as required by 12 U.S.C. § 3754?
186. Please identify all persons who approved the foreclosure of the Borrower's property.
187. Has HFC Beneficial been paid any insurance claim based on the Borrower's alleged default of the mortgage agreement?
188. If so, provide the amount of insurance payment collected by HFC Beneficial .
189. If insurance has been paid, please provide document signed under the penalty of perjury showing where there is still alleged debt owed by the Borrower.

Under the Truth In Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code it is mandatory that you provide full disclosure of the alleged debt that is said to be owed before proceeding any further with your collection action from sixty (60) days of receipt of this CEASE AND DESIST FORECLOSURE SALE NOTICE. If you do not provide all answers and production of documents requested in this Notice, you will be in fault, admitting no lawful claim and a default will be in order.

Sincerely,

Benjamin R. Horton, Attorney  
Preferred Law, PLLC

Enclosures - LM Package  
cc: Client(s)

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# Attachment C

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New Reply | Delete Archive Junk |

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Folders



Quick views



## Preferred Law - Welcome



Karla Renteria (krenteria@preferredlawteam.com)

To: [REDACTED]

Karla Renteria

Search the web  
learn more about  
Karla Renteria

7 attachments (total 1605.2... Outlook Active View

Hello Michael,

I am your Paralegal  
assigned to your case.

Please call me to go over some information on your file.

I need to gather these documents for your application,  
in order to continue working your case and getting you  
placed in review with your lender.

Here is the list of documents that are being requested:

(Some of the documents may have been asked for  
earlier, but I need the most current, please fax me all  
docs requested)

Please return all the attached forms within 48 hours if  
possible, so I am able to get started on your  
modification.

Borrowers Authorization-attached

Dodd - Frank Form-attached

RMA -attached

4506-T- attached-please write your name at top and  
sign the bottom(We will fill out according to lender)

 Content from 

PX02 - 28

6/25/2013

# Attachment D



October 2, 2013

Michael Brundage

Barker, NY.

Re: Fee and Representation Agreement

Dear Michael,

Thank you for choosing the law firm of Preferred Law, PLLC to assist you in protecting your homeowner rights pursuant to certain federal statutes and programs. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing federal homeowner relief services. Please read this representation agreement (the "Agreement") carefully as this Agreement constitutes a binding contract.

This Agreement is entered into between the law firm of Preferred Law, PLLC ("Preferred Law") and the following borrower and co-borrower:

	Borrower	Co-Borrower
Name	Michael Brundage	Donna Brundage
Address	[REDACTED]	[REDACTED]
City, State, Zip	Barker NY	Barker NY
Phone Number	[REDACTED]	[REDACTED]
E-mail	[REDACTED]	[REDACTED]

IN CONSIDERATION of the promises and covenants of the parties to this Agreement, the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") and Preferred Law hereby agree as follows:

1. **Services and Fees – Federal Services Only.** Borrower hereby appoints Preferred Law as Borrower's agent to analyze his or her federal case, prepare documents, and speak with the Borrower's lender or other person/entity servicing Borrower's account only as provided in this Agreement. The services and fees are set out in detail below and in Addendum A of this Agreement, which is incorporated herein. Borrower AGREES to the services and fees identified in Addendum A. All fees will be charged monthly but will never exceed the amount chargeable for work that has already been completed by Preferred Law.

All state related matters related to Borrower's case, if any, will be immediately forwarded, with Borrower's permission, to local counsel and will not be governed by the terms of this Agreement.

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Borrower acknowledges and agrees that Preferred Law only analyzes, consults, and determines Borrower's federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth In Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include the drafting of any necessary Qualified Written Request pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code, and the subsequent analysis and review of all documentation supplied by the lender.

PREFERRED LAW ONLY REPRESENTS THE BORROWER WITH RESPECT TO HIS OR HER FEDERAL RIGHTS. IN ACCORDANCE WITH STATE AND FEDERAL LAW, PREFERRED LAW DOES NOT PERFORM THE FOLLOWING SERVICES: FORECLOSURE RESCUE AND PREVENTION SERVICES, LOSS MITIGATION SERVICES, FORECLOSURE CONSULTATION, LOAN MODIFICATION ASSISTANCE, MORTGAGE LOAN ORIGATION AND SERVICING, MORTGAGE ASSISTANCE RELIEF SERVICE, DEBT NEGOTIATION OR ADJUSTMENT, OR OTHER STATE RELATED RELIEF. PREFERRED LAW IS NOT ASSOCIATED WITH THE GOVERNMENT AND OUR SERVICES HAVE NOT BEEN APPROVED BY BORROWER'S LENDER. ALL MORTGAGE ASSISTANCE RELIEF SERVICES, IF ANY, ARE DIRECTED TO AMERICAN HOME LOAN COUNSELORS, A NONPROFIT CORPORATION, AN ALTERNATIVE COMPETENT MORTGAGE ASSISTANCE RELIEF SERVICE IN ACCORDANCE WITH 12 C.F.R. PART 1015 (REGULATION O), A HUD APPROVED HOUSING COUNSELING AGENCY, OR LOCAL COUNSEL, WHICH SHALL NOT BE GOVERNED BY THE TERMS OF THIS AGREEMENT UNLESS STATED OTHERWISE. BORROWER MAY AT HIS OR HER OPTION SELECT AN ALTERNATIVE MORTGAGE ASSISTANCE RELIEF SERVICE OR NONPROFIT AT ANY TIME TO ASSIST BORROWER. BORROWER AGREES PREFERRED LAW MAY ENGAGE THE SERVICES OF, AND RELEASE BORROWER'S FINANCIAL AND OTHER CONFIDENTIAL INFORMATION TO AMERICAN HOME LOAN COUNSELORS, LOCAL COUNSEL, OR OTHER MORTGAGE ASSISTANCE RELIEF SERVICE ON BEHALF OF BORROWER AS PREFERRED LAW DEEMS NECESSARY UNLESS DIRECTED OTHERWISE BY BORROWER IN WRITING. BORROWER ACKNOWLEDGES AND AGREES THAT PREFERRED LAW IS AN ENTIRELY SEPARATE ENTITY FROM AMERICAN HOME LOAN COUNSELORS, MODIFICATION REVIEW BOARD, LLC, HUD APPROVED COUNSELING AGENCIES, AND BORROWER'S LOCAL COUNSEL. BORROWER ACKNOWLEDGES AND AGREES THAT PREFERRED LAW SHALL NOT BE GOVERNED BY ANY PROMISES OR GUARANTEES MADE BY ANY OTHER ENTITY, AND ANY CLAIM BY BORROWER RELATED TO ANY PURPORTED PROMISES OR GURANTEES SHALL BE DIRECTED TO SUCH OTHER ENTITY AND NOT PREFERRED LAW.

2. **Limited Scope of this Agreement in Predatory Lending Demand Letter Cases.** Where Preferred Law has agreed that there is a basis for submitting a verified complaint and demand letter pursuant to federal law, Preferred Law agrees that this Agreement shall include specific follow-up negotiations that are precipitated by the demand letter. However, the commencement of actual litigation in the form of a court or arbitration filing of the complaint and service on the defendant is NOT covered by this Agreement and will be handled through local counsel only. Preferred Law litigation attorneys are licensed to litigate in the States of Utah and Texas, but may work with co-counsel in other states in which affiliated attorneys are present. Borrower understands and agrees that co-counsel, if any is required, will likely charge fees to Borrower in addition to Preferred Law, particularly if any litigation, bankruptcy, or state-matter representation is required



3. **Borrower's Obligations.** Borrower AGREES to the following:

- a. Borrower shall immediately notify Preferred Law if Borrower receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s). Although Borrower is free to communicate with his or her lender at all times, Borrower should direct any and all communications from his or her lender to Preferred Law. Borrower hereby certifies that he or she does not have a sale date, except as set forth previously in this Agreement.
- b. Borrower shall provide Preferred Law with accurate and current financial information and financial history as requested by Preferred Law and shall cooperate with ongoing requests. Borrower agrees to submit the completed Preferred Law financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Borrower and Preferred Law).
- c. Borrower shall make all payments in accordance with the payment schedule identified in Addendum A. Borrower acknowledges that any rejected or delayed payments will result in a fee payable to Preferred Law in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. No payment rescheduling shall be authorized within 5 days before the payment date. Borrower agrees to pay a late fee of \$50 for each payment not received within 30 days from the due date of the payment.
- d. Borrower agrees that should Borrower use a credit card to pay for Preferred Law's services, BORROWER AGREES NOT TO CHARGEBACK THE CARD for any reason. Borrower agrees that Preferred Law makes NO GUARANTEE of services. In the event that Borrower breaches this provision and chargebacks his or her credit card, Borrower agrees that liquidated damages of \$250 shall be applied to Borrower's account in addition to all other remedies provided in this Agreement and under law.

**Failure to meet any of these obligations may negatively affect the outcome of this representation.** Preferred Law may attempt to provide the services set forth under this Agreement even if Borrower has failed to meet the obligations set forth above. Borrower agrees that he or she solely bears the responsibility for providing accurate and timely information and documents as set forth above.

4. **Withdrawal from Representation.** Preferred Law reserves the right to IMMEDIATELY withdraw from representation or place Borrower's file on hold if, among other things, Borrower fails to honor the terms of this Agreement, including non-payment or untimely payment to Preferred Law and/or court filing fees; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing representation unlawful or unethical. Upon withdrawal, Preferred Law shall be entitled to any and all fees earned to that point, including fees necessary to close Borrower's account, and shall return any and all unearned fees to Borrower.





5. **Confidentiality.** Borrower agrees to not disclose to third parties, other than Borrower's attorney(s) or financial advisor(s), any information obtained from Preferred Law, including the forms used in this transaction or other proprietary information obtained from Preferred Law in the course of receiving service from Preferred Law.
6. **Limited Legal Advice.** Borrower does not anticipate, and does not hereby authorize, Preferred Law to represent Borrower in any litigation, lawsuit or other court proceeding, or to provide any tax advice unless otherwise agreed to in a separate agreement. Unless otherwise agreed to in writing and signed by the parties, Preferred Law will *not* be assisting, representing, or forming an attorney-client relationship with Borrower in any manner or capacity *except* with respect to those federal matters discussed above. This Agreement does NOT cover other related claims that may arise and may require legal services (e.g., lender lawsuits, insurance disputes, collection defense, tax advice, bankruptcy, etc.). Non-attorney representatives of Preferred Law, including agents who communicate with Borrower are not authorized to give legal advice, whether relating to bankruptcy or other legal issues.
7. **No Guarantee of Success.** Borrower understands that Preferred Law does NOT GUARANTEE that a foreclosure sale will be stopped or that Preferred Law will otherwise help Borrower reach a desirable outcome. Borrower understands and agrees that representation by Preferred Law will not necessarily result in stopping the foreclosure sale. Borrower acknowledges that Preferred Law has made no promises about the outcome and that any opinion offered by Preferred Law or any other entity will not constitute a guaranty.
8. **Limitation of Liability.** Borrower and Preferred Law agree that any claim for damages by Borrower against Preferred Law (including American Home Loan Counselors and/or Modification Review Board, LLC) for any reason shall be strictly limited only to the FEE paid by Borrower to Preferred Law pursuant to this Agreement. Preferred Law makes NO WARRANTY, express or implied, except as expressly stated in this Agreement. Borrower hereby expressly waives all warranties, express or implied, except as expressly stated in this Agreement. Borrower also expressly waives any right to claim damages against Preferred Law, whether consequential or incidental, except for damages not exceeding the FEE actually paid by Borrower. Borrower expressly acknowledges Preferred Law has made no such promises or guarantees of results. BORROWER ACKNOWLEDGES THAT HE OR SHE HAS HAD ADEQUATE TIME TO SEEK INDEPENDENT COUNSEL AND IS NOW CURRENTLY REPRESENTED IN MAKING THIS AGREEMENT IN LIMITING PREFERRED LAW'S POTENTIAL MALPRACTICE AND OTHER LIABILITY TO BORROWER.
9. **Paperless Documents, E-mail, and Signatures.** Preferred Law is committed to reducing waste and as such, conducts significant business via electronic, paperless means. Therefore, the parties mutually understand and agree that signature of a facsimile copy and electronic signature shall be deemed authentic and original for all lawfully enforceable purposes. Further, Borrower agrees to receive any and all correspondence and communications from Preferred Law via e-mail and grants Preferred Law authority to sign, electronically or otherwise, routine documents that relate to the scope of representation on Borrower's behalf. Borrower AGREES



that Preferred Law, including its attorneys, agents, representatives, and employees, may communicate with Borrower or send information to Borrower via e-mail. Borrower acknowledges any and all risks inherent with electronic communications and releases, discharges, acquits and forgives Preferred Law, including its attorneys, agents, representatives, and employees, from any and all claims, actions, suits, and demands due to disclosure or theft of Borrower's identity or information.

10. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
11. **Indemnity.** So far as permitted under law, Borrower agrees to indemnify and hold Preferred Law (including American Home Loan Counselors and/or Modification Review Board, LLC) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Borrower's lender arrangement, or the services provided by Preferred Law for Borrower pursuant to this Agreement.
12. **Interpretation/Applicable Law/Venue.** This Agreement is made in Salt Lake County, Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including American Home Loan Counselors and/or Modification Review Board, LLC) further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.
13. **Collection.** Notwithstanding any other Section of this Agreement, should Borrower fail in any manner to timely pay Preferred Law for its services as described in this Agreement and Addendum A, Borrower AGREES to pay any and all attorney's fees and costs, incurred by Preferred Law or any other authorized collection entity in collecting the same. Borrower AGREES that Preferred Law or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Borrower to Preferred Law, including information obtained from Borrower's lender(s), financial institution(s), family, etc., in pursuing collection against Borrower.
14. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
15. **Lien.** To the fullest extent permitted under Utah and federal law, and pursuant to Utah Code Ann. § 38-2-7, commencing on the date of Borrower's signature and acceptance below, Preferred Law is hereby given a lien for the balance of compensation due from Borrower on any money or property owned by Borrower, including Borrower's home, that is the subject of or connected





## **Addendum A**

### **(Addendum to “Limited Services Agreement”)**

The federal legal services provided by Preferred Law, PLLC (“Preferred Law”) are roughly divided into four phases and the principal fees for those services are due upon completion of each phase. No upfront fees are required. The payment arrangement may be broken into multiple payments depending on circumstances as agreed to by Preferred Law in writing. Funds paid to Preferred Law may in its discretion be disbursed immediately or be held in a trust account governed by Utah law until such fees are earned by and disbursed to Preferred Law as described below.

#### **Phases and Estimated Value of Services**

##### **Phase 1 – Preliminary Legal Review; File Underwriting**

Initial consultation and review. Preliminary federal legal review of the file. Initial attorney review. Attorney or paralegal phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible federal predatory lending issues and review of forensic audit if applicable. Borrower financial review. Submission of Borrower’s documentation and information to a Mortgage Assistance Relief Service (e.g., American Home Loan Counselors, a nonprofit corporation, HUD Approved Housing Counseling Agencies, and/or local counsel) for submittal and/or escalation.

Estimated Value of Service      **\$974**

##### **Phase 2 – Application and Processing Assistance**

If necessary, submittal of cease and desist letter, Borrower’s Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service or nonprofit entity based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Preferred Law attorney for federal eligibility and compliance. Attorney review for alternative federal legal options. Cooperation with Mortgage Assistance Relief Service, nonprofit entity, and/or local counsel for processing of Borrower’s application.

Estimated Value of Service      **\$974**

##### **Phase 3 – Verification and Supplemental Submissions**

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to federal law. Develop dialogue with Borrower and lender to ensure that loss



mitigation process continues unabated with Mortgage Assistance Relief Service. Review of Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Estimated Value of Service      **\$974**

#### **Phase 4 –Tender of Demand Letter with Verified Complaint**

Review and analysis of the documentation provided through Qualified Written Request. Collecting and submitting additional or updated information. If Preferred Law has agreed to take the matter on as a preliminary federal predatory lending case, research and prepare a verified predatory lending complaint and cover demand letter through local counsel as necessary. Tender of the verified complaint and demand letter and specific follow on negotiations as limited and set forth in the "Limited Services Agreement."

Estimated Value of Service      **\$974**

- A. Notice Regarding Compliance with Applicable State Law. By signing this agreement, Borrower is agreeing to pay the above fees upon completion of service. No advance fee is required. Borrower must provide a completed Payment Form (included herein); however payment shall be due or processed in accordance with the dates on the Payment Form.
- B. Purpose of Fees. Borrower acknowledges, understands, and agrees that Preferred Law will use the aforementioned fees and costs for legal services rendered by Preferred Law and such fees will not be used to pay Borrower's escrow or mortgage payment or for other purposes. Preferred Law's fees are separate from those of local counsel.
- C. Limited Availability of Refund. The aforementioned fees are due only after the agreed upon work has been completed or the associated costs or expenses have been incurred and are not advance fees. Fees charged are not in any way predicated upon success of Preferred Law's services. Preferred Law believes in earning fees through persistent efforts and work performed, before billing Borrower for that work. In many cases, success of Preferred Law on behalf of borrower depends on the actions and decisions of third parties and may be outside of the control of Preferred Law. Additionally, programs and financial institutions may frequently change policies without notice. A refund will not be available in cases where duplicative efforts and/or increased time and resources are required.
- D. Payment Dates are Approximate. The payment dates listed on the Payment Information Form and within this Agreement are approximate. Actual payments generally will usually be charged within three business days of the date listed. This allows for delays due to unavailability of funds, holidays, weekends and unanticipated technical issues. Please ensure that funds are available for the scheduled payment well in advance (at least 3 days) of the payment date(s) listed and remain

# Attachment E



**December 13, 2013**

**Michael Brundage**

**[REDACTED]**

**Barker NY [REDACTED]**

**Dear Michael Brundage,**

**I have made previous attempts to contact you regarding our Contingency Fees. At this time our records indicate we have not heard back from you regarding arrangements. Your account is now past due, and is at risk of being placed on HOLD. We want to continue working with you on your modification, but need you to respond. I have enclosed a copy of the payment form, which was previously sent. Please contact us within 5 days from the date you receive this letter.**

**Regards,**

**Bobbi Collins**

**Preferred Law**

**801.386.5100 Ext 203**

**bcollins@preferredlawteam.com**

# Attachment F



From Preferred Law 1.888.224.6524 Thu Apr 3 14:49:46 2014 MST Page 2 of 65

Brundage - Loan # [REDACTED] - SSN - [REDACTED]

**\*\*Please review for Department of Justice before HAMP\*\***

## HAMP Checklist

- ☒ 3<sup>rd</sup> Party Authorization
- ☒ Signed RMA
- ☒ Dodd-Frank Form
- ☒ Hardship Letter (Divorce decree where applicable)
- ☒ Utility Bill
- ☒ HOA/Property Taxes/Insurance
- ☒ Income Verification (30 Days)
  - Current Paystubs
  - Profit & Loss
  - Social Security Award Letter
  - Unemployment
  - Rental Income with Rental Agreement
- ☒ Signed 4506-T
- ☒ Signed 2011 Taxes
- ☒ Signed 2012 Taxes
- ☒ Bank Statements for 2 Months (all pages included)



Preferred Law, PLLC  
8180 S 700 E Sandy, UT 84070  
Phone: 888-541-7445  
Fax: 888-224-6524  
[www.preferredlawteam.com](http://www.preferredlawteam.com)

Brundage - Loan # [REDACTED] SSN [REDACTED]

Date 4/3/2014Mortgage Account Number: [REDACTED]To HFC Beneficial  
(Name of Lender)

The undersigned borrower(s) do hereby appoint Preferred Law, PLLC, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

(Address of Property) [REDACTED]  
(City, State, Zip) Barker, NY [REDACTED]

As necessary to carry out the above, Preferred Law, PLLC, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Preferred Law, PLLC to evaluate and formulate settlement, modification relief services, or payment offers on my behalf
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower: Michael Brundage  
Signature  
[REDACTED]  
Printed Name  
[REDACTED]  
Social Security Number  
[REDACTED]  
Date of Birth

Co-Borrower: Donna Brundage  
Signature  
Donna Brundage  
Printed Name  
[REDACTED]  
Social Security Number  
[REDACTED]  
Date of Birth

Please be advised the following individuals are authorized REPRESENTATIVES of Preferred Law, PLLC that can be reached at (801) 386-5100: Benjamin Horton, Attorney • Jonathan Hanley • Sandra Hanley • Shannon Martinez • Bobbi Collins • Rebecca Peace • Jake Snyder • Fernando Moncayo • Amparo Moncayo • Nataly Vasquez • Jenna Adam • Dave Matute • Candice Davies • Teresa Johnson • Amber Orazem • Brea Anna Poole • Brandy Gold • Kristyann Madrigal • Amanda Mason • Michael Montalban • Mollie Ballou • Sonia Celis • Gabrielle Fennemore • Teri Hansen • Jacqueline Schmidt • Jennifer Hayles • Melissa Boynton

1 | Page  
Authorization

PREFERRED LAW, PLLC • 8180 S 700 E STE 110 • SANDY, UT 84070  
Phone: (801) 386-5100 • Fax: (888) 224-6524 • [www.preferredlawteam.com](http://www.preferredlawteam.com)

# Attachment G

3/23/2017

Mail -

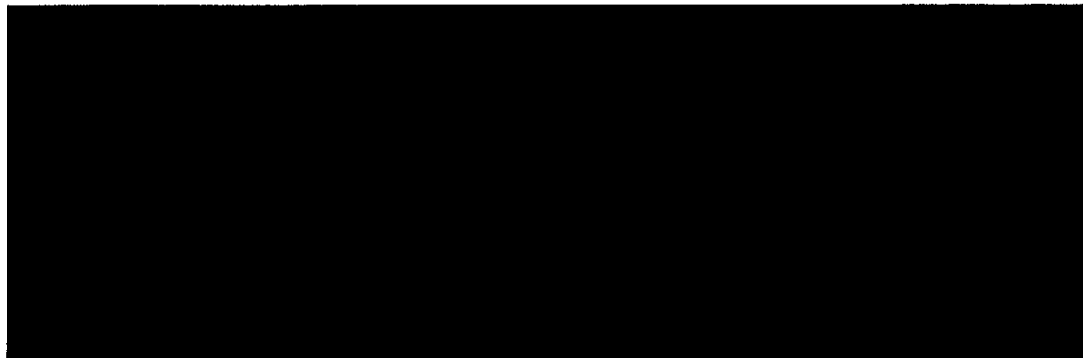
## Outlook Mail

Search Mail and People



Mon 11/10/2014, 8:59 AM

You



**Title:** Michael Brundage  
**Comments:** Hello,

I am contacting you on behalf of the billing department at Preferred Law to remind you of the following payment that will be processed according to your payment agreement:

Amount Processed \$297.00

This will be processed through your bank information that you have provided to Wednesday November 12, 2014 and will be listed on your bank statement as or of the following:

- \* AM Property Management
- \* Preferred Law
- \* FMG Partners

If you have any questions regarding this payment please give the billing department a call at the number below. We need to have a call before the day the payment comes out if there are any questions or if different payment arrangements are necessary.

Please remember our Chargeback Policy: As described in the "Limited Services Agreement" if you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your Account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

Thank you,  
 VerNeita Clark  
 Preferred Law

PX02 - 44

1/1

3/23/2017

Mail - [REDACTED]

Michael  
Brundage  
Comments: Hello,

I am contacting you on behalf of the billing department at Preferred Law to remind you of the following payment that will be processed according to your payment agreement:

Amount Processed \$297.00

This will be processed through your bank information that you have provided to us Wednesday November 12, 2014 and will be listed on your bank statement as one of the following:

- \* AM Property Management
- \* Preferred Law
- \* FMG Partners

If you have any questions regarding this payment please give the billing department a call at the number below. We need to have a call before the day the payment comes out if there are any questions or if different payment arrangements are necessary.

Please remember our Chargeback Policy: As described in the "limited Services Agreement" if you use your credit card to fund our services. YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your Account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

Thank you,  
VerNeita Clark  
Preferred Law  
801-386-5100 ext 232  
vclark@preferred-lawteam.com on 11/10/14 9:57 AM

Sent using <http://www.smartsheet.com?mt=31> Smartsheet, the online tool that helps coordinate anything with anyone.

Sent by vclark@preferred-lawteam.com  
© 2014 Smartsheet.com, Inc. | [Contact](#) | [Privacy Policy](#)

PX02 - 45

1/1

# Attachment H

DONNA E. BRUNDAGE

BARKER NY

Join us for our Annual Meeting, April 27th at the Cornell Cooperative Extension. Call (716) 434-2290 for details.^

File your taxes online. Visit CornerstoneCommunityFCU.org & click on the EzTaxReturn.com logo.^

All CCFCU offices will be closed on February 17th in observance of President's Day.^

Account: [REDACTED]

Branch: CORNERSTONE - MAIN

Statement Date: 01/31/2014 Page: 1

Checking Sub: 1 (Checking Account) Hier# [REDACTED]

Joint: Michael C. Brundage

WITHDRAWAL

DEPOSIT

BALANCE

01/08 [REDACTED] Debit POS Purchase

297.00-

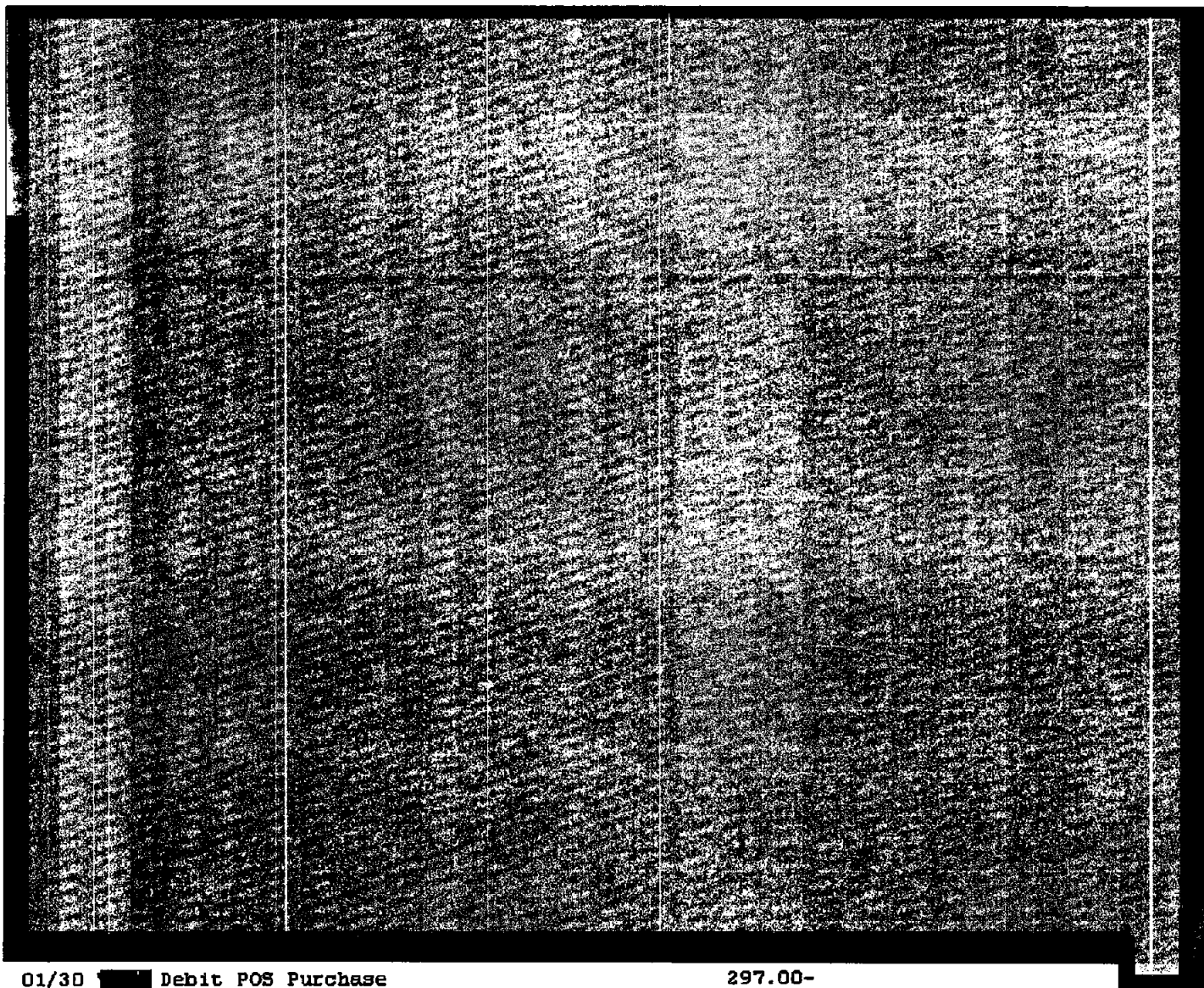
NET / 01/06 21:21:46 Term# 20010729 UT SANDY

PREFERRED LAU

continued...

Name: DONNA M. BRUNDAGE, Account: [REDACTED] cont...

Page: 2

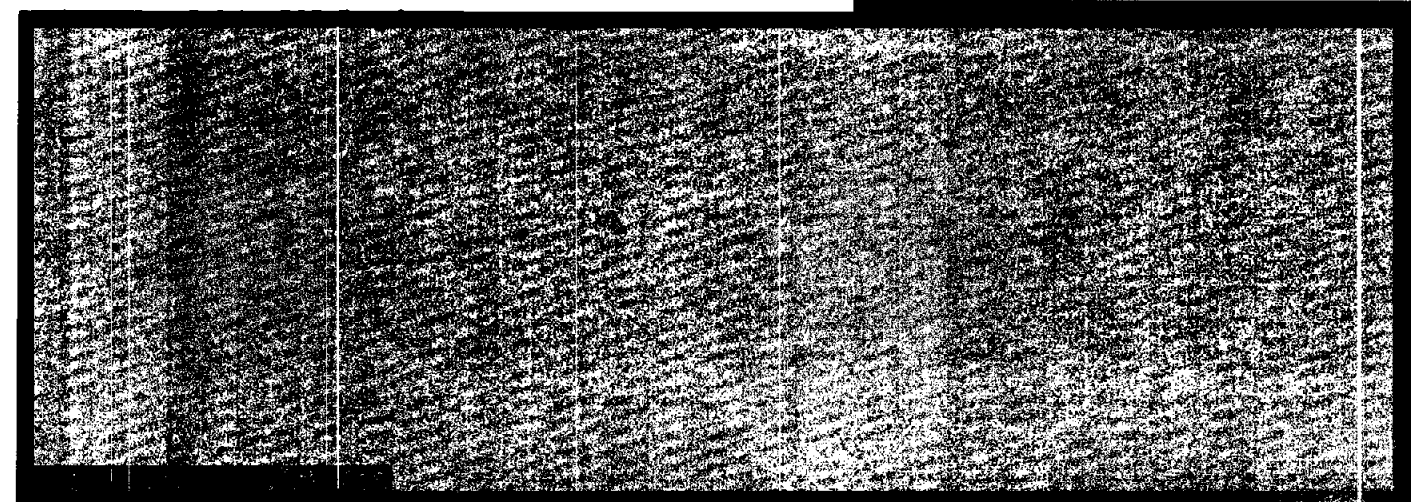


01/30 [REDACTED] Debit POS Purchase

297.00-

NET / 01/28 05:55:41 Term# 20010729 UT SANDY

PREFERRED LAW



continued...



Name: DONNA H. BRUNDAGE, Account: [REDACTED] cont...

Feb 2013

Page: 2

03/17 [REDACTED] Debit POS Purchase 297.00-  
NET / 03/14 23:30:31 Term# 20013814 UT SANDY PREFERRED LAU - MELIS

continued...

Switch your Auto Loan to Cornerstone  
for low rates! Stop in for details.^

Going away? Ask how you can stay up to  
date with your account information  
practically anywhere!^

All CCFCU offices will be closed on  
July 4th in observance of  
the holiday.^

DONNA E. BRUNDAGE

BARKER NY

Account:

Branch: CORNERSTONE - MAIN

Statement Date: 05/31/2014 Page: 1

Checking Sub: 1 (Checking Account) Micr#

Joint: Michael C. Brundage

WITHDRAWAL

DEPOSIT

BALANCE

05/08 Debit POS Purchase 297.00-  
NET / 05/06 03:19:59 Term# 20013814 UT SANDY PREFERRED LAM - MELIS

continued...

Change is on the way! Read your insert or visit our website for info on our upcoming computer conversion.^

DONNA M. BRUNDAGE

BARKER NY

Need a loan? It's easy to apply online, in person or over the phone!^

Always on the go? Check your accounts & transfer funds on your Smartphone with Mobile Money.^

Account:

Branch: CORNERSTONE - MAIN

Statement Date: 06/30/2014 Page: 1

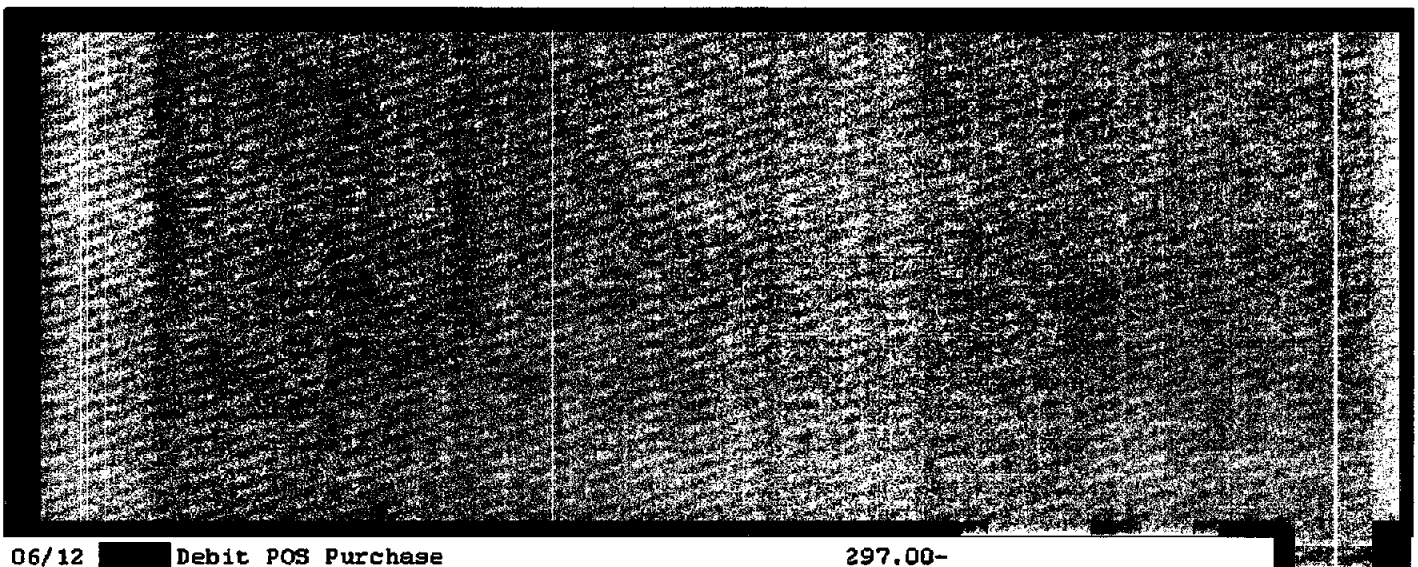
Checking Sub: 1 (Checking Account) Micr#

Joint: Michael C. Brundage

WITHDRAWAL

DEPOSIT

BALANCE

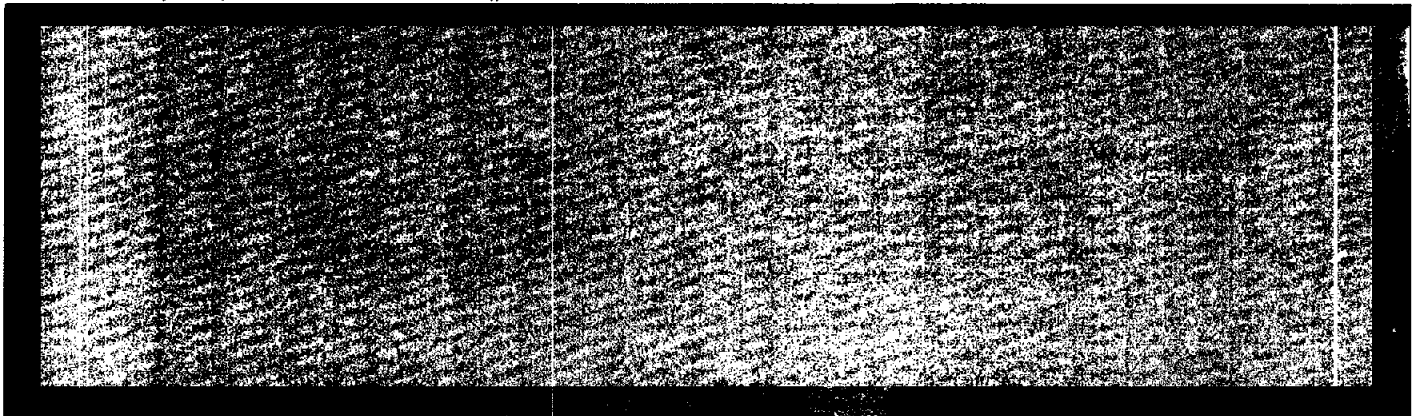


06/12 Debit POS Purchase

297.00-

NET / 06/10 09:28:03 Term# 20010729 UT SANDY

PREFERRED LAW



continued...



All offices will close at 1PM on 9/17 for training and will also be closed all day 9/29 for conversion.^

DONNA H. BRUNDAGE

BARKER NY

It's back to school time! Don't forget to use your Cornerstone VISA card for all your shopping needs!^  
All Cornerstone CFCU offices will be closed on September 1st in observance of Labor Day.^

Account:

Branch: CORNERSTONE - MAIN

Statement Date: 07/31/2014 Page: 1

Checking Sub: 1 (Checking Account) Micr#

Joint: Michael C. Brundage

WITHDRAWAL

DEPOSIT

BALANCE

07/11 Debit POS Purchase 297.00-

NET / 07/10 22:14:12 Term# 00000000 UT 801-3865100 IN \*AM PROPERTY MANAG

continued...

Our computer system conversion will  
take place 9/27 - see enclosed  
insert for details.^

DONNA M. BRUNDAGE

BARKER NY

All offices will close at 1PM on 9/17  
for training and will also be closed  
all day 9/29 for conversion.^

For more information visit:  
CornerstoneCommunityFCU.org.^

Account:

Branch: CORNERSTONE - MAIN

Statement Date: 08/31/2014 Page: 1

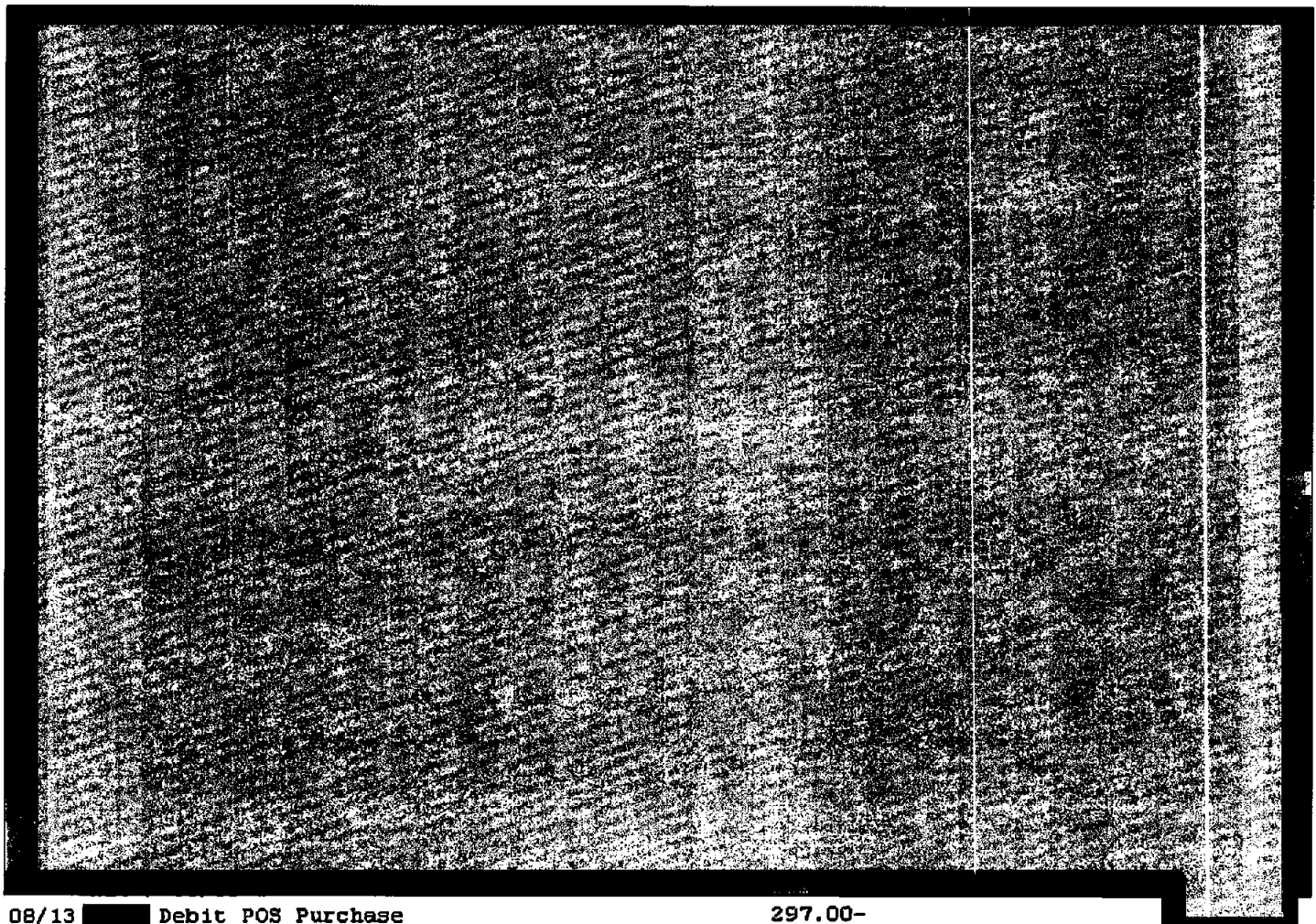
Checking Sub: 1 (Checking Account) Micr#

Joint: Michael C. Brundage

WITHDRAWAL

DEPOSIT

BALANCE



08/13 Debit POS Purchase

297.00-

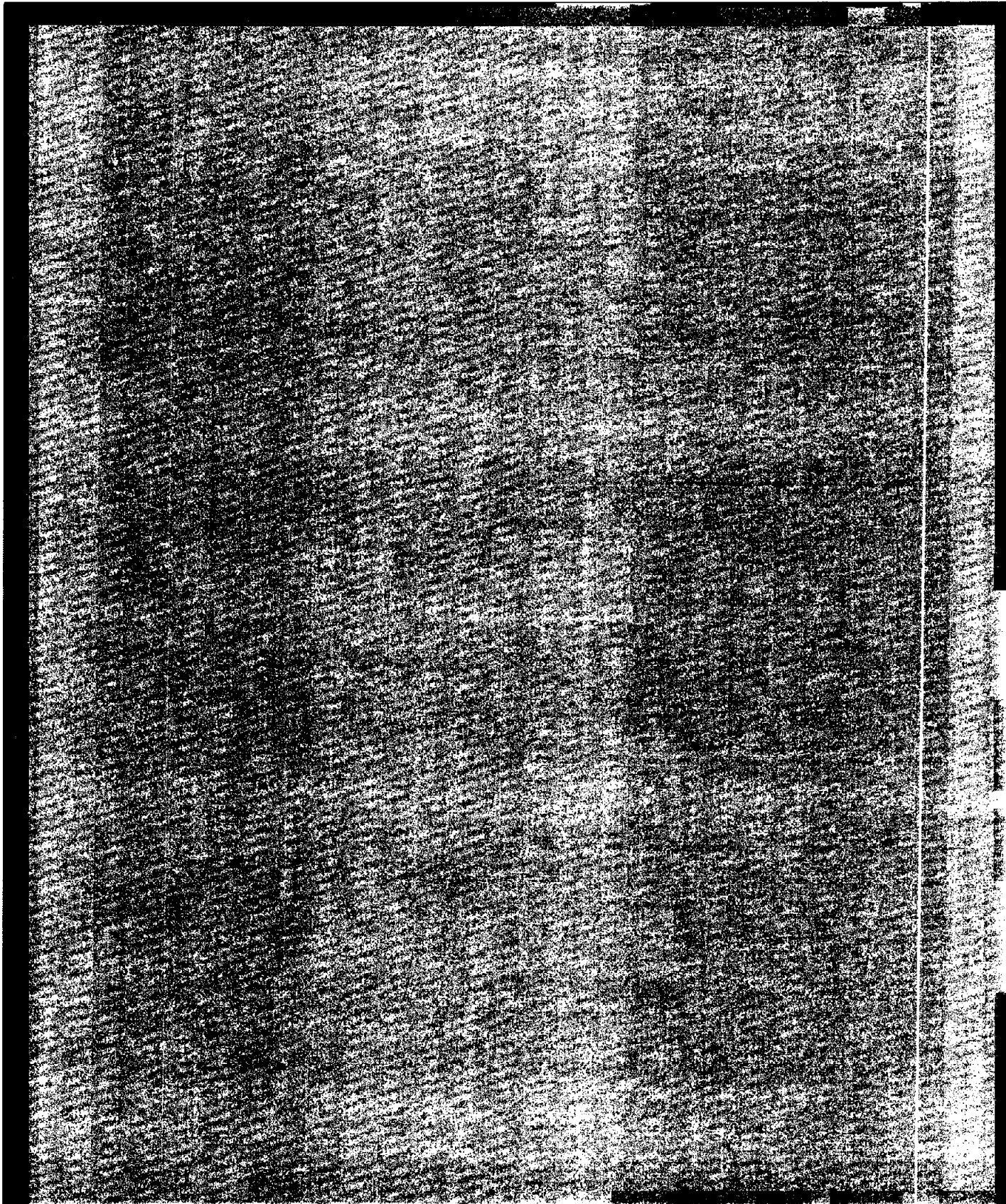
continued...

Name: DONNA M. BRUNDAGE, Account: [REDACTED] cont...

Page: 2

NET / 08/11 18:40:36 Term# 20013814 UT SANDY

PREFERRED LAW - HELIS





## **EXHIBIT 3**

### **DECLARATION OF ECCO DEBNAM**



**DECLARATION OF ECCO DEBNAM  
PURSUANT TO 28 U.S.C. §1746**

I, Ecco Debnam, hereby state that I have personal knowledge of the facts as set forth below. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Bloomfield, New Jersey.
2. My husband and I have lived in our home in Bloomfield for approximately eighteen years. My mortgage is with Wells Fargo. In or around 2015, I was having problems paying the mortgage and our home was facing foreclosure. I had previously applied for mortgage loan modifications several times in order to reduce the monthly payments from \$2,200 to \$1,400, but was always denied.
3. In or around late 2015, I received a card in the mail advertising a company named Preferred Law, which claimed to help people with loan modifications. The card said something about a guarantee.
4. I called the number on the card to find more about the company's services. I spoke with someone named Deanna, who told me that Preferred Law could virtually guarantee a loan modification for me and that the process would take approximately six months. I was told that Preferred Law would first attempt to obtain a modification from my lender. If that did not work, they would look into refinancing my loan with other servicers. The representative told me that if I did not obtain a modification, I could get a refund, but that their record for obtaining modifications for their clients was around 98%. She also said that the company was accredited with the Better Business Bureau.
5. I was told that to sign up with Preferred Law, I needed to make an initial payment of approximately \$1000 and six monthly payments of \$650. The employee I spoke with

said that half of my payments would be held in escrow and eventually go towards paying my mortgage, and the other half of my payments would pay Preferred Law's legal team. This fact, as well as the name "Preferred Law," led me to believe that Preferred Law was a law firm. However, I was never assigned an attorney nor did I ever speak with an attorney.

6. After speaking with Preferred Law, I talked with my husband and we decided to sign up. I gave Preferred Law my checking account information over the phone so they could begin withdrawing payments directly from my bank account each month. Preferred Law told me not to make any more payments on my mortgage or talk to my lender. Preferred Law also encouraged me to file for bankruptcy to prevent the sale of my house.
7. On or around November 11, 2015, Preferred Law faxed me some paperwork, which I filled out and faxed back on November 12, 2015. The paperwork included an explanation of Preferred Law's retainer agreement fees, a crisis payment form, a letter from Jonathan Hanley with the Modification Review Board guaranteeing a mortgage modification, a payment form, and a borrowers' authorization form. True and correct redacted copies of these documents with some of my handwritten annotations are attached to this declaration as *Attachment A*.
8. Preferred Law went by several names during the time I interacted with them, including American Home Loan Counselors and Modification Review Board. I thought that all these companies were part of one entity or were different departments within the same company. I spoke frequently with a woman named Rebecca, who was my assigned representative at Preferred Law. Later, I also spoke with someone named Regina.

9. During the first six months, Preferred Law kept telling me that they were working on my case and talking with the bank. I did not know what this meant or the status of my modification. Occasionally, Preferred Law requested documents from me to send to the lender, and I sent them all of the documents they requested. Sometimes, Rebecca would tell me that she did not receive my documents, and I would have to re-send documents multiple times to two different fax numbers. I eventually started sending my documents to Preferred Law via certified mail to ensure they were delivered.
10. At some point, Preferred Law told me that they had submitted a mortgage modification application to my bank and were working on getting it accepted. I asked Preferred Law to send me a copy of the new modification terms.
11. On May 24, 2016, I sent an email to Rebecca asking Preferred Law to do more on behalf of my mortgage. In my email, I expressed dissatisfaction with the fact that Preferred Law had not sent me any information or documents relating to the status of my modification. I also asked Rebecca to send me a copy of the documents from our loan servicer that indicated we had been given a modification. A true and correct redacted copy of this email with some of my handwritten annotations is attached to this declaration as *Attachment B*.
12. On or around June 9, 2016, I received a copy of a letter that Wells Fargo had sent to Rebecca at American Home Loan Counselors regarding my mortgage. The letter said that Wells Fargo could not provide a copy of the approved loan modification agreement because no such document existed. A true and correct redacted copy of this letter with some of my handwritten annotations is attached to this declaration as *Attachment C*.

13. On that same day, I asked Rebecca whether the documents I had provided had already been sent to the lender. Rebecca told me they had not.
14. On or around June 12, 2016, I emailed Bobbi Collins and informed her I saw no reason to continue paying Preferred Law. I said that Preferred Law had not obtained a mortgage modification or done anything for me besides take my money during the last six months. A true and correct redacted copy of my email to Bobbi with some of my handwritten annotations is attached to this declaration as *Attachment D*.
15. After my email, a representative from Preferred Law suggested that I re-apply to Preferred Law and go through the program again for approximately \$350 a month. She claimed that even though my mortgage modification did not go through the first time, I would definitely be able to obtain a modification if I signed up for a second time. I rejected this offer and requested a refund, but was told that I could not get my money back. Preferred Law claimed it had tried to get my mortgage modified, and even though it had not succeeded, it had still earned its fees.
16. On July 6, 2016, I sent an email to Rebecca saying that I had discovered that the company was not licensed to practice law in the state of New Jersey. Additionally, I told Rebecca that the company had stated in writing that they were able to guarantee a modification, which I never received. Again, I requested a refund.
17. On July 7, 2016, Rebecca replied to my email, stating that the guarantee letter I had received was from Modification Review Board, not Preferred Law. She also said that the guarantee letter included a list of requirements that I had not fulfilled. I was confused by this statement, because I had sent in all of the documents that Preferred Law requested. Rebecca said that she forwarded my message to their audit department to send me a


refund request form. A true and correct redacted copy of my email exchange with Rebecca with some of my handwritten annotations is attached to this declaration as *Attachment E*.

18. I never received the refund request form. I attempted to call Rebecca to ask her where the form was, but she never answered my calls.

19. I lost approximately \$4,100 to Preferred Law. The bankruptcy I had filed for under Preferred Law's advice is now on my credit report. I still do not know if Preferred Law ever submitted an application to modify my mortgage or sent any of my payments to my loan servicer, but I suspect that they have not. I have not been in contact with them in months. My mortgage is currently in default and I am facing foreclosure.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bloomfield, New Jersey this 17<sup>th</sup> day of March, 2017.

  
Ecco Debnam

# Attachment A

<b>Modification Review Board</b> 9035 S 700 E, Ste. 203 Sandy UT 84070	phone: 801-938-5022 Fax 888-334-7255 <a href="http://www.modificationreviewboard.com">www.modificationreviewboard.com</a>
---	--

# Fax coversheet

To: Deanne Mosher	From: ECD Debnam
Phone: 888-980-7203	Phone: [REDACTED]
Fax: 888-334-7255	Date: NOV. 12, 2015
Email: dmosher@modificationreviewboard.com	Pages: 7

Comments:

Deanne,  
 Pls. call me when received, there is a forms  
 in question?

1 hr,  
 Soco



EXPLANATION OF RETAINER AGREEMENT FEES

The process is broken down into 4 Phases.

This retainer fee agreement is to disclose under Utah Law, the value cost of services and is for the purpose of stating you retained our services.

This is separate from the payment schedule you signed with your advisor.

**However, these ARE NOT additional fees.**

**The 974.00 is stating the VALUE.**

Your actual payments you make have already been agreed by you and your advisor.

I need this retainer signed and scan and email, or faxed back to me.

If you have further questions, please call me at 801-386-5100 ext 202.

Shannon Martinez  
Manager  
Preferred Law, PLLC

↖  
\$1000.<sup>00</sup>  
- 35.<sup>00</sup> Wine Cost  
-----  
for the \$974.<sup>00</sup>





## Crisis Payment Form

Modification Review Board Representative: D.Mosher

**Client Information:**

Name: Ecco and Michael Debnam

Phone: [REDACTED]

E-mail: [REDACTED]

Physical Address: [REDACTED] Bloomfield NJ [REDACTED]

**Billing Information:**

Name on Card: Ecco S. Debnam

Card Type: Visa, MasterCard, Discover: \_\_\_\_\_

Daily Limit on Card, if none write NONE: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Code: \_\_\_\_\_

Billing Address: [REDACTED]

*wired from PNC Bank*

**Payment Schedule:**

	Date	Amount
1	11/12/15	\$1000.00
	<b>TOTAL</b>	<b>\$1000.00</b>

**Client's Signature:** Must be same name on card

Date: 11/12/2015

Sign here ►

Ecco S. Debnam

**Chargeback Policy:** As described in the "Limited Services Agreement," if you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Preferred Law, PLLC does NOT GUARANTEE that we can reach a solution that will necessarily be one you agree with. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

1 | Page  
PREFERRED LAW

PREFERRED LAW, PLLC • 2225 E COTTONWOOD PKWY • STE 500 • SALT LAKE CITY, UT 84121  
Phone: (888) 980-7457 • Fax: (888) 334-7255 • [www.preferredlawteam.com](http://www.preferredlawteam.com)

PX03 - 9

November 11, 2015

Modification Review Board, LLC  
9035 S 700 E, Ste. 203  
Sandy, UT 84070

Ecco Debnam  
Michael Debnam

Bloomfield NJ

*I'm sure this  
is a Fake Letter*

Re: Service Guarantee Agreement

Dear Ecco and Michael,

Modification Review Board, LLC ("MRB") welcomes you. The law firm of Preferred Law has agreed to submit a Qualified Written Request on your behalf and begin performing its federal review services as documents are received from your lender. Preferred Law's services are identified in its fee agreement. Once your information is received, and unless you direct otherwise in writing, American Home Loan Counselors will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of American Home Loan Counselors with the assistance of Preferred Law's federal legal services, and our knowledge of your factual situation, MRB hereby GUARANTEES that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow American Home Loan Counselors to process the modification and you promptly cooperate with Preferred Law and American Home Loan Counselors at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Preferred Law.
- ☐ All documents will be returned when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to Preferred Law are made on time per the Payment Schedule.
- ☐ You recognize that this guarantee is from MRB.
- ☐ Any and all disputes between the parties related to this agreement and MRB shall be resolved by binding arbitration in Salt Lake City, Utah, without appeal. You agree that any claim for damages by you against MRB for any reason shall be strictly limited only to only the fee paid by you to Preferred Law.
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

  
Jonathan Hanley  
General Manager

I (We), the borrower(s) and homeowner(s), affirm that I (we) have received, read, and understand the foregoing agreement, and agree to the terms thereof.

**Borrower:**

Date: 11/12/2015

Sign here: ECCO J. Debnam

Client Name: ECCO Debnam

**Co-Borrower:**

Date: 11/12/2015

Sign here: Michael Debnam Sr.

Client Name: MICHAEL Debnam Sr.



**Payment Form**

*P/S. Call me, you forgot the loan number.*

**Modification Review Board Representative: D. Mosher**

**Name:** Ecco and Michael Debnam

**Phone:** [REDACTED]

**E-mail:** [REDACTED]

**Physical Address:** [REDACTED] Bloomfield NJ [REDACTED]

*These pyrrats were submitted to PNC Bank for promise of modification*

**Billing Information:**

**Name of person on Card:** \_\_\_\_\_  
**Card Type:** Visa, MasterCard, Discover: \_\_\_\_\_  
**Daily Limit on Card, if none write NONE:** \_\_\_\_\_  
**Card Number:** \_\_\_\_\_  
**Expiration:** \_\_\_\_\_  
**Code:** \_\_\_\_\_

**Payment Schedule:**

	Date	Amount
1	11/16/15	\$650.00
2	12/16/15	\$650.00
3	1/16/16	\$650.00
4	2/16/16	\$650.00
5	3/16/16	\$650.00
6	4/16/16	\$650.00
	Total	\$3900.00

**Signature of person on the card/bank account:**

**Date:** Nov 12, 2015

**Sign here**

*[Signature of Michael Debnam]*

**Chargeback Policy:** As described in the "Limited Services Agreement," if you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Preferred Law, PLLC does NOT GUARANTEE that we can reach a solution that will necessarily be one you agree with. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

Deanne



### Borrower's Authorization

Date: NOV. 18, 2015

Mortgage Loan Number: 2

Name of First Lender \_\_\_\_\_

The undersigned borrower(s) do hereby appoint American Home Loan Counselors, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

Address of Property \_\_\_\_\_

City, State, Zip

Bloomfield, NJ

As necessary to carry out the above, American Home Loan Counselors, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow American Home Loan Counselors to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Deanne S. Debnam

Signature

Deanne S. Debnam

Printed Name

\_\_\_\_\_

Social Security Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

Co-Borrower:

Michael Debnam Sr.

Signature

Michael Debnam Sr.

Printed Name

\_\_\_\_\_

Social Security Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

Please be advised the following individuals are authorized REPRESENTATIVES of American Home Loan Counselors that can be reached at (801) 386-5100: •Jonathan Hanley•Bobbi Collins•Shannon Martinez•Rebecca Peace•VerNeita Clark•Mia Apcho•Brienne Whitmore•Misty Frampton•Cameron James•Justin Stephens•Alana Parkinson•Christy Brown•Ana Amaya

American Home Loan Counselors  
8180 S 700 E STE 110  
Sandy, Utah 84070-0564  
(801) 386-5100  
(888) 334-7255

# Attachment B

3/2/2017

(4679 unread) - [REDACTED]

Q All Ecco, search your mailbox

[REDACTED] (4679)

Information?

5/24/2016  
[REDACTED] Yahoo

Ecco Debnam &lt;[REDACTED]&gt;

05/24/16 at 4:28 PM

To: Rebecca Peace

Hi Rebecca,

I'm really want to see Preferred Law doing more, In the best interest of your clients, I would like to know what exactly we R paying for? It's seem like the questions that I'm asking should have done already by the your lawfirm.

My husband has asked me this several times, What documents have I received from you?

1- I asked where is the Note? why don't you know this by now? If my friend who is a Real Estate Agent didn't tell me this I wouldn't have known to ask you?

They asked me where did I find these people? It's seems like you really aren't doing anything to help me where is the follow-up of everything? I can't even answer that question.

how come we don't have any documents from you except what we need to pay the lawfirm every month??

2- I asked where is the contract? still haven't seen this either.

They told you we didn't have enough money but 1 & 2, I should have never had to ask your lawfirm for, why R they not telling me what documents they have Requested from the Lender & have or haven't received yet.

3- I sent you the specs. and haven't heard anything regarding that either? those documents that they sent R wrong and I took the time to make sure you received them and nothing has been done about that either.

When they told you that they had already given us a Modification, that should have instantly brought up a Red flag, my own 1st question would have been really when was this? can you forward those documents to us. But from what I can see it's like they know that they can just tell preferred Law anything and anything goes?

Where R the TEETH that is suppose to B supporting us? it's almost seems like the firm is afraid of them instead of just the opposite. They should thinking, Oh No not Preferred Law again.

I would like to see Preferred Law Ask the Hard Questions., and every statement they make should be returned with a response from my Law Firm (Preferred Law).

I know we deserve this much so from now on I'm expecting to see results, you R not doing this for free.

Thanks you for understanding how we feel, as your clients R we?

*Ecco Debnam-Author*

Defying the Odds, A Journey to your Victory Chronicles

TM

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# Attachment C



(4679 unread)

n\_Note.pdf 2 / 8



PO Box 10335  
Des Moines, IA 50306-0328

**June 9, 2016**

**Rebecca Pierce**  
American Home Loan Counselors  
8180 South 700 East Suite 100  
Sandy, UT 84070

**Subject: Resolution to the inquiry received on May 25, 2016, about account number**

**Dear Ms. Rebecca Pierce:**

I'm glad we spoke about your requests on May 25, 2016. I appreciate the opportunity to help you, and I'm sending this letter to summarize the key points from our conversation:

## Request for documents

We have enclosed is a copy of Note as you requested. We are unable to fulfill your request for a copy of the approved loan modification agreement since this document does not exist for the account.

**Thank you for your patience while we researched your request.**

## Going forward

**We value your feedback and appreciate the time and effort you took to contact us. It's been my goal to fully address the concern you've brought to our attention.**

**If you have any questions or would like to request additional documentation, I'm here to help. You may reach me directly at 1-800-853-8516, extension 1335621135. I am available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. If you require immediate assistance and I am unavailable, other representatives are available to assist you at 1-800-853-8516, Monday through Friday, 7:00 a.m. to 7:00 p.m. Central Time.**

Sincerely,

**Brian McIlroy**  
Executive Resolution Specialist  
Customer Care and Recovery Group

CC/Ent: Ecco Savoy Debnam  
[REDACTED]  
Bloomfield, NJ

We understand that your clients have filed for bankruptcy. We are not attempting to collect the mortgage debt with this letter. We are required by federal law to inform you that if your client's loan is currently delinquent or in default, as the loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, this letter should not be construed as an attempt to collect a debt or a demand for payment contrary to any protections provided by the automatic stay of your client's bankruptcy case. If your clients have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from your client personally.

# Attachment D

3/2/2017

(4679 unread) - [REDACTED]

Q All Ecco, search your mailbox

Fw: Faxed info-2

6/12/2016  
People Yahoo  
06/12/16 at 3:44 PM

Ecco Debnam [REDACTED]

To: Bobbi Collins

Hello Bobbi,

I regret to inform you that I was contacted by Rebecca Peace, at your firm and was told on June the 9th, 2016 that she believes that my house was sold??

In this case I believe there is Absolutely, NO REASON for Any More PyMTs 2 Preferred Law if this be the case.

Rebecca, told me she left several vm, for the Foreclosure Atty. who still hasn't returned her phone calls.

I'm still is shock over this will NOT B leaving NO MONEY available since, I don't even have the Note 2 my

HOUSE, and have never received even Consideration documents AT ALL, neither has my house ever been modified.

I'm not trusting in this company behind what I've just heard and have paid and followed all direction without anything to prove that Preferred Law has done anything except collect money for the last 6 months and I have NOTHING to show for it!!

Thx,

*Ecco Debnam*

— Forwarded Message —

From: Ecco Debnam <[REDACTED]>

To: Bobbi Collins <bcollins@preferredlawteam.com>

Sent: Tuesday, June 7, 2016 11:46 AM

Subject: Re: Faxed info?

Good, you do the same!

Thx,

*Ecco Debnam*

From: Bobbi Collins <bcollins@preferredlawteam.com>

To: [REDACTED] <[REDACTED]>

Sent: Tuesday, June 7, 2016 11:35 AM

Subject: Re: Faxed info?

Ecco,

I did receive the fax first thing this morning. Thank you so much for following up. Have a wonderful day!~

On Tue, Jun 7, 2016 at 2:48 AM, Ecco Debnam <[REDACTED]> wrote:

Pls. Let me know I will sent the fax again

Thx

*Sent from Yahoo Mail on Android*

On Mon, Jun 6, 2016 at 7:00 PM, Bobbi Collins

<bcollins@preferredlawteam.com> wrote:

I have not seen it come through as of yet but do see they still have some things to upload from today. I will look first thing in the am and let you know. Thank you so much for following up with me. Have a wonderful evening.

On Mon, Jun 6, 2016 at 5:24 AM, Ecco Debnam <[REDACTED]> wrote:

Hello Bobbi,

I signed & faxed over the requested document per your request, this is just a followup to confirm receipt of the doc. you sent me!

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# Attachment E

3/1/2017

(4663 unread) - Yahoo - Yahoo Mail

Q All Ecco, search your mailbox

Re: No License, R you kidding me!

Rebecca Peace &lt;rpeace@preferredlawteam.com&gt;

To Ecco Debnam

Thank you for your e-mail, I urge you to read through the service retainer for more information on the contract you signed. Also, the guarantee letter is from Modification Review Board, not Preferred Law. Furthermore, in the guarantee letter there is a list of requirements that needed to be met on your end as well that was not done.

I have forwarded your concerns to management for further assistance.

I have also forwarded a message to our audit department to send you out refund request forms.

Have a great day.

★ On Wed, Jul 6, 2016 at 6:42 PM, Ecco Debnam <[REDACTED]> wrote:

Hello,

I have done an investigation into your company, I now have found out you have NO license to practice in the State of New Jersey which means you were doing it illegally. You also stated in writing that you were able to guarantee a Modification, which never happened. you also stated that if I was a dissatisfied my monies would be returned to me, so I absolutely want my money back. You have no business, doing what you are doing YOU, R illegally practicing Law in the State of New Jersey.

I Expect a full refund for the entire sum of \$4100.00 returned to me regarding the fact of this matter!!!

Ecco Debnam

--Thanks

--Rebecca Peace  
Negotiator  
American Home Loan Counselors

8180 S 700 E #110  
Sandy UT 84070

Phone: 801.386.5100 ext 209  
Fax: 888.224.6524  
Hours of Operation: Monday-Friday 9:00 AM - 5:00 PM (MST)

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

7/7/2016  
7:40:16 AM  
People Yahoo

**VISA** checkout

Now on  
**Marriott.com**

SIGN UP NOW



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1/1



# **EXHIBIT 4**

## **DECLARATION OF KARYN EVERT**

**DECLARATION OF KARYN EVERT  
PURSUANT TO 28 U.S.C. § 1746**

I, Karyn Evert, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Marion, Ohio. I have personal knowledge of the facts stated herein.
2. In or around 2014, my husband and I were struggling financially. My husband had recently lost his job, we had medical bills to pay off, and we were going through bankruptcy. I was working a few part-time jobs to provide necessities for my household, but I found it nearly impossible to cover my mortgage, which was around \$672 per month at the time. I began to default on my mortgage.
3. In or around June 2014, I received a call from a Preferred Law representative. I did not request a call from Preferred Law, and I did not know what Preferred Law was prior to this call.
4. The representative told me that Preferred Law could help me obtain a modification for my mortgage. Because the call was completely unexpected, I was skeptical at first.
5. The representative informed me that Preferred Law's services would cost \$650 per month over six months, and that obtaining a modification could take one year. The representative also said that it is very difficult for individuals to obtain modifications on their own, which is why it is better to hire an experienced third party. Lastly, the representative told me not to pay my mortgage payment while Preferred Law was working out a modification. In order for Preferred Law to begin working on my case, I would first have to pay Preferred Law the monthly fee of \$650.



6. I initially refused Preferred Law's services because I felt wary. I know there are many scams out there and it made me nervous that Preferred Law had contacted me and not the other way around.
7. Preferred Law continued to call me. At the time, my interest rate was around 6%. Preferred Law said it could lower my interest rates to around 3-3.5% in addition to lowering my monthly payments.
8. In or around July 2014, I accepted Preferred Law's services during a phone call. I reasoned that if Preferred Law could obtain a modification for my mortgage, of which the monthly payments were unaffordable for me at the time, my dismal financial situation would improve dramatically.
9. Preferred Law then sent me a contract, which I signed and sent back to Preferred Law. I made my first payment to Preferred Law in July 2014, which was directly withdrawn from my United Bank account. A true and correct redacted copy of the contract is attached to this declaration as **Attachment A**.
10. In or around July 2014, Preferred Law sent me many documents that I was to fill out. I received a document that authorized American Home Loans to negotiate with my lender on my behalf, a financial worksheet that included all of my mortgage information, monthly expenses, and my monthly income, a Dodd-Frank certification document, and a payment form that listed all required payments. I completed all documents and sent them back to Preferred Law in or around July 2014. True and correct redacted copies of these documents are attached to this declaration as **Attachment B**.
11. In or around September 2014, Preferred Law submitted a Qualified Written Request ("QWR") to my mortgage provider, Midland. On or around September 11, 2014, I

received a letter from Midland stating that it had sent Preferred Law the required documents. A true and correct redacted copy of this letter is attached to this declaration as **Attachment C**.

12. On or around September 30, 2014, Preferred Law sent me a letter stating it was reviewing Midland's responses. A true and correct redacted copy of this letter is attached to this declaration as **Attachment D**.

13. After submitting my paperwork, Preferred Law did not contact me to provide updates on the status of my modification. Whenever I wanted information, I had to call Preferred Law myself. Whenever I called, I kept getting connected to different employees, none of whom seemed to know what was going on. It seemed likely that no one had even started working on my case.

14. I started to get anxious and skeptical. At some point, I received a letter from Midland stating that Preferred Law had failed to submit the required paperwork for a modification. At this point, I had spoken with so many representatives at Preferred Law and it became clear that this company was not going to help me with a modification, so I sent in these documents to Midland myself.

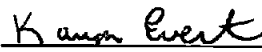
15. I spoke with a representative at Midland. During the conversation, the representative informed me that Midland does not work with third parties to grant modifications. The representative also said it was likely Preferred Law was a scam and recommended hiring a lawyer to get my money back.

16. I hired a lawyer. My lawyer sent a cease and desist letter to Preferred Law to stop them from withdrawing payments from my bank account. At this point, I had spent around \$2,100.

17. On my own, I worked with Midland and obtained a modification.
18. I contacted Benjamin Horton at Preferred Law. At some point early on, I had received his contact information. When I spoke to him, he stood by the fact that Preferred Law had obtained many modifications and helped many homeowners. He even went so far as to point to the modification I had gotten on my own as proof of Preferred Law's success.
19. My lawyer was unsuccessful in getting my money back from Preferred Law.
20. Although I ultimately received a modification, it was from my own effort and not because of Preferred Law. I am disgusted by the fact that Preferred Law steals money from homeowners who are going through difficult times. I hope that Preferred Law will stop with its terrible business practices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8 day of Sept., 2017.

  
Karyn Evert

# ATTACHMENT A



June 25, 2014

Karyn E. Evert

Marion, OH.

Re: Fee and Representation Agreement

Dear Karyn:

Thank you for choosing the law firm of Preferred Law, PLLC to assist you in protecting your homeowner rights pursuant to certain federal statutes and programs. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing federal homeowner relief services. Please read this representation agreement (the "Agreement") carefully as this Agreement constitutes a binding contract. Should you disagree with any of the terms of this Agreement, you must notify Preferred Law, PLLC as soon as practicable so such terms may be meaningfully negotiated.

This Agreement is entered into between the law firm of Preferred Law, PLLC ("Preferred Law") and the following borrower and co-borrower:

	Borrower	Co-Borrower
Name	Karyn E. Evert	Rachel L. Evert
Address	[REDACTED]	[REDACTED]
City, State, Zip	Marion, Ohio [REDACTED]	Marion, Ohio [REDACTED]
Phone Number	[REDACTED]	[REDACTED]
E-mail	[REDACTED]	[REDACTED]

IN CONSIDERATION of the promises and covenants of the parties to this Agreement, the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") and Preferred Law hereby agree as follows:

1. **Services and Fees – Federal Services Only.** Borrower hereby appoints Preferred Law as Borrower's agent to analyze his or her federal case, prepare documents, and speak with the Borrower's lender or other person/entity servicing Borrower's account only as provided in this Agreement. The services and fees are set out in detail below and in Addendum A of this Agreement, which is incorporated herein. Borrower AGREES to the services and fees identified in Addendum A. All fees will be charged monthly but will never exceed the amount chargeable for work that has already been completed by Preferred Law. All state related matters related to Borrower's case, if any, will be immediately forwarded, with Borrower's permission, to local counsel and will not be governed by the terms of this agreement. Borrower acknowledges and agrees that Preferred Law only analyzes, consults, and determines Borrower's federal rights and protection identified under federal law, including the



Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth In Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include the drafting of any necessary Qualified Written Request pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code, and the subsequent analysis and review of all documentation supplied by the lender.

PREFERRED LAW ONLY REPRESENTS THE BORROWER WITH RESPECT TO HIS OR HER FEDERAL RIGHTS. IN ACCORDANCE WITH STATE AND FEDERAL LAW, PREFERRED LAW DOES NOT PERFORM THE FOLLOWING SERVICES: FORECLOSURE RESCUE AND PREVENTION SERVICES, LOSS MITIGATION SERVICES, FORECLOSURE CONSULTATION, LOAN MODIFICATION ASSISTANCE, MORTGAGE LOAN ORIGATION AND SERVICING, MORTGAGE ASSISTANCE RELIEF SERVICE, DEBT NEGOTIATION OR ADJUSTMENT, OR OTHER STATE RELATED RELIEF. PREFERRED LAW IS NOT ASSOCIATED WITH THE GOVERNMENT AND OUR SERVICES HAVE NOT BEEN APPROVED BY BORROWER'S LENDER. ALL MORTGAGE ASSISTANCE RELIEF SERVICES, IF ANY, ARE DIRECTED TO AMERICAN HOME LOAN COUNSELORS, A NONPROFIT CORPORATION, AN ALTERNATIVE COMPETENT MORTGAGE ASSISTANCE RELIEF SERVICE IN ACCORDANCE WITH 12 C.F.R. PART 1015 (REGULATION O), A HUD APPROVED HOUSING COUNSELING AGENCY, OR LOCAL COUNSEL, WHICH SHALL NOT BE GOVERNED BY THE TERMS OF THIS AGREEMENT UNLESS STATED OTHERWISE. BORROWER MAY AT HIS OR HER OPTION SELECT AN ALTERNATIVE MORTGAGE ASSISTANCE RELIEF SERVICE OR NONPROFIT AT ANY TIME TO ASSIST BORROWER. BORROWER AGREES PREFERRED LAW MAY ENGAGE THE SERVICES OF, AND RELEASE BORROWER'S FINANCIAL AND OTHER CONFIDENTIAL INFORMATION TO AMERICAN HOME LOAN COUNSELORS, LOCAL COUNSEL, OR OTHER MORTGAGE ASSISTANCE RELIEF SERVICE ON BEHALF OF BORROWER AS PREFERRED LAW DEEMS NECESSARY UNLESS DIRECTED OTHERWISE BY BORROWER IN WRITING. BORROWER ACKNOWLEDGES AND AGREES THAT PREFERRED LAW IS AN ENTIRELY SEPARATE ENTITY FROM AMERICAN HOME LOAN COUNSELORS, MODIFICATION REVIEW BOARD, LLC, HUD APPROVED COUNSELING AGENCIES, AND BORROWER'S LOCAL COUNSEL. BORROWER ACKNOWLEDGES AND AGREES THAT PREFERRED LAW SHALL NOT BE GOVERNED BY ANY PROMISES OR GUARANTEES MADE BY ANY OTHER ENTITY, AND ANY CLAIM BY BORROWER RELATED TO ANY PURPORTED PROMISES OR GUARANTEES SHALL BE DIRECTED TO SUCH OTHER ENTITY AND NOT PREFERRED LAW.

2. **Limited Scope of this Agreement in Predatory Lending Demand Letter Cases.** Where Preferred Law has agreed that there is a basis for submitting a verified complaint and demand letter pursuant to federal law, Preferred Law agrees that this Agreement shall include specific follow-up negotiations that are precipitated by the demand letter. However, the commencement of actual litigation in the form of a court or arbitration filing of the complaint and service on the defendant is NOT covered by this Agreement and will be handled through local counsel only.



Preferred Law litigation attorneys are licensed to litigate in the States of Utah and Texas, but may work with co-counsel in other states in which affiliated attorneys are present. Borrower understands and agrees that co-counsel, if any is required, will likely charge fees to Borrower in addition to Preferred Law, particularly if any litigation, bankruptcy, or state-matter representation is required

3. **Borrower's Obligations.** Borrower AGREES to the following:

- a. Borrower shall immediately notify Preferred Law if Borrower receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s). Although Borrower is free to communicate with his or her lender at all times, Borrower should direct any and all communications from his or her lender to Preferred Law. Borrower hereby certifies that he or she does not have a sale date, except as set forth previously in this Agreement.
- b. Borrower shall provide Preferred Law with accurate and current financial information and financial history as requested by Preferred Law and shall cooperate with ongoing requests. Borrower agrees to submit the completed Preferred Law financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Borrower and Preferred Law).
- c. Borrower shall make all payments in accordance with the payment schedule identified in Addendum A. Borrower acknowledges that any rejected or delayed payments will result in a fee payable to Preferred Law in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. No payment rescheduling shall be authorized within 5 days before the payment date. Borrower agrees to pay a late fee of \$50 for each payment not received within 30 days from the due date of the payment.
- d. Borrower agrees that should Borrower use a credit card to pay for Preferred Law's services, BORROWER AGREES NOT TO CHARGEBACK THE CARD for any reason. Borrower agrees that Preferred Law makes NO GUARANTEE of services. In the event that Borrower breaches this provision and chargebacks his or her credit card, Borrower agrees that liquidated damages of \$250 shall be applied to Borrower's account in addition to all other remedies provided in this Agreement and under law.

**Failure to meet any of these obligations may negatively affect the outcome of this representation.** Preferred Law may attempt to provide the services set forth under this Agreement even if Borrower has failed to meet the obligations set forth above. Borrower agrees that he or she solely bears the responsibility for providing accurate and timely information and documents as set forth above.

4. **Withdrawal from Representation.** Preferred Law reserves the right to IMMEDIATELY withdraw from representation or place Borrower's file on hold if, among other things, Borrower fails to



honor the terms of this Agreement, including non-payment or untimely payment to Preferred Law and/or court filing fees; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing representation unlawful or unethical or in violation of the Utah Rules of Professional Conduct. Upon withdrawal, Preferred Law shall be entitled to any and all fees earned to that point, including fees necessary to close Borrower's account, and shall return any and all unearned fees to Borrower. Notwithstanding the above, Preferred Law shall only withdraw from representation as strictly permitted under the Utah Rules of Professional Conduct.

5. **Confidentiality.** Borrower agrees to not disclose to third parties, other than Borrower's attorney(s) or financial advisor(s), any information obtained from Preferred Law, including the forms used in this transaction or other proprietary information obtained from Preferred Law in the course of receiving service from Preferred Law.
6. **Limited Legal Advice.** Borrower does not anticipate, and does not hereby authorize, Preferred Law to represent Borrower in any litigation, lawsuit or other court proceeding, or to provide any tax advice unless otherwise agreed to in a separate agreement. Unless otherwise agreed to in writing and signed by the parties, Preferred Law will *not* be assisting, representing, or forming an attorney-client relationship with Borrower in any manner or capacity *except* with respect to those federal matters discussed above. This Agreement does NOT cover other related claims that may arise and may require legal services (e.g., lender lawsuits, insurance disputes, collection defense, tax advice, bankruptcy, etc.). Non-attorney representatives of Preferred Law, including agents who communicate with Borrower are not authorized to give legal advice, whether relating to bankruptcy or other legal issues.
7. **No Guarantee of Success.** Borrower understands that Preferred Law does NOT GUARANTEE that a foreclosure sale will be stopped or that Preferred Law will otherwise help Borrower reach a desirable outcome. Borrower understands and agrees that representation by Preferred Law will not necessarily result in stopping the foreclosure sale. Borrower acknowledges that Preferred Law has made no promises about the outcome and that any opinion offered by Preferred Law or any other entity will not constitute a guaranty.
8. **Limitation of Liability.** Borrower and Preferred Law agree that any claim for damages by Borrower against Preferred Law (which shall include for purposes of this paragraph American Home Loan Counselors and Modification Review Board, LLC) for any reason shall be strictly limited only to the FEE paid by Borrower to Preferred Law pursuant to this Agreement. Preferred Law makes NO WARRANTY, express or implied, except as expressly stated in this Agreement. Borrower hereby expressly waives all warranties, express or implied, except as expressly stated in this Agreement. Borrower also expressly waives any right to claim damages against Preferred Law, whether consequential or incidental, except for damages not exceeding the FEE actually paid by Borrower. Borrower expressly acknowledges Preferred Law has made no such promises or guarantees of results.





BORROWER ACKNOWLEDGES THAT HE OR SHE HAS HAD ADEQUATE TIME TO SEEK INDEPENDENT COUNSEL AND IS NOW CURRENTLY REPRESENTED IN MAKING THIS AGREEMENT IN LIMITING PREFERRED LAW'S POTENTIAL MALPRACTICE AND OTHER LIABILITY TO BORROWER.

9. **Paperless Documents, E-mail, and Signatures.** Preferred Law is committed to reducing waste and as such, conducts significant business via electronic, paperless means. Therefore, the parties mutually understand and agree that signature of a facsimile copy and electronic signature shall be deemed authentic and original for all lawfully enforceable purposes. Further, Borrower agrees to receive any and all correspondence and communications from Preferred Law via e-mail and grants Preferred Law authority to sign, electronically or otherwise, routine documents that relate to the scope of representation on Borrower's behalf. Borrower AGREES that Preferred Law, including its attorneys, agents, representatives, and employees, may communicate with Borrower or send information to Borrower via e-mail. Borrower acknowledges any and all risks inherent with electronic communications and releases, discharges, acquits and forgives Preferred Law, including its attorneys, agents, representatives, and employees, from any and all claims, actions, suits, and demands due to disclosure or theft of Borrower's Identify or information.
10. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
11. **Indemnity.** So far as permitted under law, Borrower agrees to indemnify and hold Preferred Law (including American Home Loan Counselors and/or Modification Review Board, LLC) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Borrower's lender arrangement, or the services provided by Preferred Law for Borrower pursuant to this Agreement.
12. **Interpretation/Applicable Law/Venue.** This Agreement is made in Salt Lake County, Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including American Home Loan Counselors and/or Modification Review Board, LLC) further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.
13. **Collection.** Notwithstanding any other Section of this Agreement, should Borrower fail in any manner to timely pay Preferred Law for its services as described in this Agreement and Addendum A, Borrower AGREES to pay any and all attorney's fees and costs, incurred by Preferred Law or any other authorized collection entity in collecting the same. Borrower AGREES that Preferred Law or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Borrower to Preferred Law, including



information obtained from Borrower's lender(s), financial institution(s), family, etc., in pursuing collection against Borrower.

14. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
15. **Lien.** To the fullest extent permitted under Utah and federal law, and pursuant to Utah Code Ann. § 38-2-7, commencing on the date of Borrower's signature and acceptance below, Preferred Law is hereby given a lien for the balance of compensation due from Borrower on any money or property owned by Borrower, including Borrower's home, that is the subject of or connected with work performed by Preferred Law for Borrower, including but not limited to: (a) any real or personal property that is the subject of or connected with the work performed for Borrower; (b) any funds held by Preferred Law for Borrower, including any amounts paid as a retainer to Preferred Law; and (c) any settlement, verdict, report, decision, or judgment in Borrower's favor in any matter or action in which Preferred Law assisted, including any proceeds derived from the matter or action, whether or not Preferred Law is employed by Borrower at the time the settlement, verdict, report, decision, or judgment is obtained. Borrower AGREES that any amounts received by Preferred Law related to Borrower's matter may be first applied towards any and all outstanding fees and costs incurred on Borrower's behalf prior to any disbursement to Borrower.
16. **Small Claims Court and Arbitration.** Excluding collection proceedings against Borrower as described in Section 13 above, any and all disputes between the parties, including malpractice claims, *shall* be resolved by submission to and litigation in the SMALL CLAIMS DIVISION OF THE SALT LAKE COUNTY JUSTICE COURT OF UTAH. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the Salt Lake County Justice Court of Utah, then the dispute *shall* be resolved by *binding* arbitration in Salt Lake City, Utah, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Borrower as described in Section 13 above, the prevailing party shall be awarded attorney's fees and costs as set by the court or arbitrator but in no manner shall such amount exceed \$2,000 total.

EXCLUDING MATTERS SUBJECT TO THE JURISDICTION OF THE SMALL CLAIMS DIVISION OF THE SALT LAKE COUNTY JUSTICE COURT DESCRIBED ABOVE, BORROWER AGREES TO HAVE ANY AND ALL DISPUTES ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT, INCLUDING MALPRACTICE CLAIMS AND ALL CLAIMS AGAINST MODIFICATION REVIEW BOARD, LLC AND AMERICAN HOME LOAN COUNSELORS, DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH OR FEDERAL LAW AND BORROWER IS GIVING UP ANY RIGHT BORROWER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, JURY TRIAL, OR BY CLASS ACTION. IF BORROWER REFUSES TO SUBMIT TO ARBITRATION, BORROWER MAY BE COMPELLED TO ARBITRATE UNDER UTAH LAW AND PREFERRED LAW SHALL BE AWARDED ALL ATTORNEY'S FEES AND COSTS IN



COMPELLING THE SAME NOTWITHSTANDING ANY OTHER PROVISION. BORROWER HAS READ AND UNDERSTANDS THE FOREGOING SECTION AND HEREBY AGREES TO ITS TERMS.

17. **Legal Representation.** Borrower acknowledges and represents that he or she has had reasonable opportunity to seek independent legal counsel and is currently represented by independent counsel in signing this Agreement.

18. **Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this Agreement. By signing below, Borrower is AGREEING to all of the Phases identified in Addendum A. Borrower may agree to additional phases of work through execution of additional addendums.

**NOTICE TO BORROWER.** It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from Borrower's mortgage lender or servicer. Borrower may call his or her lender directly to ask for a change in loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from a local HUD office or by visiting [www.hud.gov](http://www.hud.gov). Preferred Law is not associated with the government, and Preferred Law's federal legal services have not been approved by the government or Borrower's lender. Borrower's lender may not agree to change Borrower's loan; and if Borrower stops paying Borrower's mortgage, Borrower could lose Borrower's home and damage Borrower's credit rating. Borrower acknowledges that Preferred Law encourages Borrower to make timely mortgage payments at all times in accordance with Borrower's agreement with his or her lender.

I (We), the borrower(s) and homeowner(s), affirm that I (we) have received, read, and understand the foregoing agreement, and AGREE to the terms thereof.

Borrower:

Date: 7/1/14

Sign here ▷

Karen E. Ewert

Client Name:

Karen E. Ewert

Co-Borrower:

Date: 07/01/14

Sign here ▷

Brian L. Ewert

Client Name:

Brian L. Ewert



(Addendum to "Limited Services Agreement")

The federal legal services provided by Preferred Law, PLLC ("Preferred Law") are roughly divided into four phases and the principal fees for those services are due upon completion of each phase. No upfront fees are required. The payment arrangement may be broken into multiple payments depending on circumstances as agreed to by Preferred Law in writing. Funds paid to Preferred Law may in its discretion be disbursed immediately or be held in a trust account governed by Utah law until such fees are earned by and disbursed to Preferred Law as described below.

**Phases and Estimated Value of Services**

**Phase 1 – Preliminary Legal Review; File Underwriting**

Initial consultation and review. Preliminary federal legal review of the file. Initial attorney review. Attorney or paralegal phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible federal predatory lending issues and review of forensic audit if applicable. Borrower financial review. Submission of Borrower's documentation and information to a Mortgage Assistance Relief Service (e.g., American Home Loan Counselors, a nonprofit corporation, HUD Approved Housing Counseling Agencies, and/or local counsel) for submittal and/or escalation.

Estimated Value of Service      **\$974**

**Phase 2 – Application and Processing Assistance**

If necessary, submittal of cease and desist letter, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service or nonprofit entity based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Preferred Law attorney for federal eligibility and compliance. Attorney review for alternative federal legal options. Cooperation with Mortgage Assistance Relief Service, nonprofit entity, and/or local counsel for processing of Borrower's application.

Estimated Value of Service      **\$974**

**Phase 3 – Verification and Supplemental Submissions**

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to federal law. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated with Mortgage Assistance Relief Service. Review of



Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Estimated Value of Service      **\$974**

**Phase 4 –Tender of Demand Letter with Verified Complaint**

Review and analysis of the documentation provided through Qualified Written Request. Collecting and submitting additional or updated information. If Preferred Law has agreed to take the matter on as a preliminary federal predatory lending case, research and prepare a verified predatory lending complaint and cover demand letter through local counsel as necessary. Tender of the verified complaint and demand letter and specific follow on negotiations as limited and set forth in the "Limited Services Agreement."

Estimated Value of Service      **\$974**

- A. Notice Regarding Compliance with Applicable State Law. By signing this agreement, Borrower is agreeing to pay the above fees upon completion of service. No advance fee is required. Borrower must provide a completed Payment Form (included herein); however payment shall be due or processed in accordance with the dates on the Payment Form.
- B. Purpose of Fees. Borrower acknowledges, understands, and agrees that Preferred Law will use the aforementioned fees and costs for legal services rendered by Preferred Law and such fees will not be used to pay Borrower's escrow or mortgage payment or for other purposes. Preferred Law's fees are separate from those of local counsel.
- C. Limited Availability of Refund. The aforementioned fees are due only after the agreed upon work has been completed or the associated costs or expenses have been incurred and are not advance fees. Fees charged are not in any way predicated upon success of Preferred Law's services. Preferred Law believes in earning fees through persistent efforts and work performed, before billing Borrower for that work. In many cases, success of Preferred Law on behalf of borrower depends on the actions and decisions of third parties and may be outside of the control of Preferred Law. Additionally, programs and financial institutions may frequently change policies without notice. A refund will not be available in cases where duplicative efforts and/or increased time and resources are required.
- D. Payment Dates are Approximate. The payment dates listed on the Payment Information Form and within this Agreement are approximate. Actual payments generally will usually be charged within three business days of the date listed. This allows for delays due to unavailability of funds, holidays, weekends and unanticipated technical issues. Please ensure that funds are available for the scheduled payment well in advance (at least 3 days) of the payment date(s) listed and remain available after that date. Please also refer to the NSF and Payment Chargeback sections contained in the Payment Information Form and this Agreement for more information.



- E. Document and Preparation Fees. Borrower is responsible for payment of document and preparation fees for each calendar month in which work is performed by Preferred Law. This fee covers the monthly expenses and costs such as facsimiles, photocopies, courier fees, mailing costs, long-distance telephone calls, file maintenance and other miscellaneous document and preparation costs associated with ongoing efforts on Borrower's behalf. In most cases, a loan work-out, as arranged through a Mortgage Assistance Relief Service or nonprofit entity, has been agreed to within the first five months of representation under this agreement. However, work may, due to third party delays, continue past that time period due to circumstances beyond the control of Preferred Law. In such cases, the document and preparation fees are increased to reflect increased expenses associated with the maintenance of long-term representation.

If necessary, the document and preparation fees (after payment of the phases above) will be \$297 monthly beginning after the end of the payment schedule date of this Agreement.

- F. 10% Reduction of Principal Contingency Fee. If applicable, American Home Loan Counselors (not Preferred Law) may negotiate to reduce or discharge the secured debt including a second mortgage attached to your property. Only if American Home Loan Counselors is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to American Home Loan Counselors or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. American Home Loan Counselors and Preferred Law make no guarantees or claims regarding the potential tax consequences of debt forgiveness.

I (we) the undersigned person(s) hereby agree to the 10% Reduction of Principal Contingency Fee described above.

Borrower's Initials: IC EE

Co-Borrower's Initials: BE

I hereby acknowledge that I have read and understand all of the terms and conditions set forth in this , agreement/addendum and do AGREE to them.

Borrower:

Date: 7/1/14

Sign here ▷ Karen E. Ewert

Client Name: Karen E. Ewert

Co-Borrower:

Date: 7/01/14

Sign here ▷ Brian L. Ewert

Client Name: Brian L. Ewert

# **ATTACHMENT B**



American Home Loan Counselors  
AN UNINCORPORATED CORPORATION

### Borrower's Authorization

Date: 7/1/14

Loan Number: [REDACTED]

Name of First Lender C.S. - mortgage

The undersigned borrower(s) do hereby appoint American Home Loan Counselors, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

Address of Property [REDACTED]

City, State, Zip Madison, Ohio [REDACTED]

As necessary to carry out the above, American Home Loan Counselors, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow American Home Loan Counselors to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Karen E. Evert  
Signature

Karen E. Evert  
Printed Name

[REDACTED]  
Social Security Number

[REDACTED]  
Date of Birth

Co-Borrower:

Brian L. Evert  
Signature

Brian L. Evert  
Printed Name

[REDACTED]  
Social Security Number

[REDACTED]  
Date of Birth

Please be advised the following individuals are authorized REPRESENTATIVES of American Home Loan Counselors that can be reached at (801) 386-5100: Bobbi Collins • Jonathan Hanley • Shannon Martinez • Rebecca Peace • BreaAnna Poole • Brandy Gold • Amber Orazem • Abigail Torres • Jake Snyder • Candice Davies • Melissa Boynton • VerNeita Clark • Ashley Osbourne • Fernando Moncayo • Amparo Moncayo • Janet Anzastiga • Brianne Whitmire • Calleen Bailey • Gema Carlos • Carson Bradshaw

American Home Loan Counselors  
8180 S 700 E STE 110  
Sandy, Utah 84070-0564  
(801) 386-5100  
(888) 324-7255  
PX04-17





Preferred Law PLLC  
Law Office

## Financial Worksheet

### Borrower Information:

Name: Karen E. Ever  
 Address: [REDACTED]  
 City: Macon  
 State: GA Zip: [REDACTED]  
 Phone (Home): Cell: [REDACTED]  
 Phone (Work): N/A  
 E-mail: [REDACTED]  
 No. of Dependents: [REDACTED] No. Residing in Home: [REDACTED]

### Property Address (If different than above):

Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_

### First Mortgage Information:

Lender: Lib - Mortgage  
 Loan/Account No.: [REDACTED]  
 Type of Loan: FHA ☒ Conventional ☐  
 Balance Due: \$ [REDACTED]  
 Original Rate: [REDACTED] % Recast Rate: [REDACTED] %  
 Current Mo. Pmt: \$ [REDACTED] Escrow: [REDACTED]  
 Date Loan Originated: 2002

Have you previously been placed in a workout/modification with any lender? did not do that with it

Have you defaulted on a bankruptcy/workout agreement? no Months delinquent on home loan(s)? 3 mos

### Other Real Property (If any):

Rental Property: Name of Lender: N/A Loan Balance: \$ \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

Other Property: Name of Lender: \_\_\_\_\_ Loan Balance: \$ \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

### Co-Borrower Information:

Name: Brian L. Ever  
 Address: [REDACTED]  
 City: Macon  
 State: GA Zip: [REDACTED]  
 Phone (Home): Cell: [REDACTED]  
 Phone (Work): N/A  
 E-mail: [REDACTED]

Married

Single

Divorced

Separated

Widowed

### Second Mortgage Information:

Lender: Lib - Finance - W03  
 Loan/Account No.: [REDACTED]  
 Type of Loan: FHA ☐ Conventional ☐  
 Balance Due: \$ \_\_\_\_\_  
 Original Rate: \_\_\_\_\_ % Recast Rate: \_\_\_\_\_ %  
 Current Mo. Pmt: \$ \_\_\_\_\_ Escrow: \_\_\_\_\_  
 Date Loan Originated: \_\_\_\_\_



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## Monthly Expenses

Description	Monthly Expense	Balance Due (If any)
First Mortgage: <input checked="" type="checkbox"/> (check if amount includes taxes and ins.)	\$ [REDACTED]	\$ [REDACTED]
Property Tax:	\$ [REDACTED]	\$ [REDACTED]
Property Insurance: (if applicable)	\$ [REDACTED]	\$ [REDACTED]
Second Mortgage: (if applicable)	\$ [REDACTED]	\$ [REDACTED]
HOA Dues: (if applicable)	\$ [REDACTED]	\$ [REDACTED]
Housing Expenses SUBTOTAL (add above amounts)	\$ [REDACTED]	\$ [REDACTED]
Vehicle Payments/Leases:	\$ [REDACTED]	\$ [REDACTED]
Vehicle Insurance:	\$ [REDACTED]	\$ [REDACTED]
First Credit Card (Minimum Payment Due)	\$ [REDACTED]	\$ [REDACTED]
Second Credit Card (Minimum Payment Due)	\$ [REDACTED]	\$ [REDACTED]
Other Credit Cards (Minimum Payment Due)	\$ [REDACTED]	\$ [REDACTED]
Other Loans: <u>Univ. &amp; Bank Loan</u>	\$ [REDACTED]	\$ [REDACTED]
Food:	\$ [REDACTED]	\$ [REDACTED]
Gas:	\$ [REDACTED]	\$ [REDACTED]
Electric:	\$ [REDACTED]	\$ [REDACTED]
Water:	\$ [REDACTED]	\$ [REDACTED]
Cable:	\$ [REDACTED]	\$ [REDACTED]
Cell Phone:	\$ [REDACTED]	\$ [REDACTED]
Land Phone:	\$ [REDACTED]	\$ [REDACTED]
Internet:	\$ [REDACTED]	\$ [REDACTED]
Health Insurance:	\$ [REDACTED]	\$ [REDACTED]
Dental Insurance:	\$ [REDACTED]	\$ [REDACTED]
Life Insurance:	\$ [REDACTED]	\$ [REDACTED]
Other Expenses: <u>SEWER/MAINTENANCE FEE/PAID/IS/SEWER</u>	\$ [REDACTED]	\$ [REDACTED]
TOTAL EXPENSES (add above amounts to SUBTOTAL)	\$ [REDACTED]	\$ [REDACTED]

Are you paying your credit cards? ☐ Yes ☐ Yes, but minimum payment ☐ No

DO NOT HAVE ANY

[REDACTED]

Pill for dog - [REDACTED]

meds. - [REDACTED]

gas for dogs - [REDACTED]

① laundry log - [REDACTED]

② " " [REDACTED]

③ " " [REDACTED]

④ hosp bill - [REDACTED]

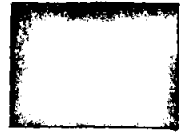
⑤ " " - [REDACTED]

⑥ " " [REDACTED]

⑦ " " [REDACTED]

+ more hosp. bill coming.

we smoke - [REDACTED]



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### Monthly Net Income

Description	Borrower	Co-Borrower	Total
Total Gross Salary (include overtime, comm., bonuses)	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
Net Salary (take home) <i>✓ A.E. 21</i>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
Rental Income	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
Other Income (specify) <u>                                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>

I (We), the borrower and co-borrower (if any) declare that that all of the information in this Financial Worksheet is true and correct.

**Borrower:**

Date: 7/8/14

Sign here ▷ Karen E. Evert

Print Name: Karen E. Evert

**Co-Borrower:**

Date: 7/8/14

Sign here ▷ Brian L. Evert

Print Name: Brian L. Evert

**HELP FOR AMERICA'S HOMEOWNERS.****Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

**Borrower**

- ☒ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
  - (b) money laundering or
  - (c) tax evasion

**Co-Borrower**

- ☒ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
  - (b) money laundering or
  - (c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

Kamp L. Ewert  
Borrower Signature

Brian L. Ewert  
Co-Borrower Signature

7/8/14  
Date

7/8/14  
Date

**SECTION 2: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

*Harvey E. Ewert*  
Borrower Signature

[Redacted]  
Social Security Number

[Redacted]  
Date of Birth

2/8/14  
Date

*Brian L. Ewert*  
Co-Borrower Signature

[Redacted]  
Social Security Number

[Redacted]  
Date of Birth

2/8/14  
Date



## Payment Form

Modification Review Board Advisers Name: Paul Cysewski

**Client Information:**

Name: Karyn E. Evert

Phone: [REDACTED]

E-mail: [REDACTED]

Physical Address: [REDACTED] Marion, OH, [REDACTED]

**Billing Information:**

Name on Card: Karyn Evert

Card Type: [REDACTED] (circle one)

Daily Limit on Card, if none write NONE: [REDACTED]

Card Number: [REDACTED]

Expiration: [REDACTED]

Code: [REDACTED]

Billing Address: [REDACTED] Marion, OH, [REDACTED]

**Payment Schedule:**

	Date	Amount
1	7/15/2014	<del>\$650.00</del>
2	8/15/2014	<del>\$650.00</del>
3	9/15/2014	<del>\$650.00</del>
4	10/15/2014	<del>\$650.00</del>
5	11/15/2014	<del>\$650.00</del>
6	12/15/2014	<del>\$650.00</del>
Total		<del>\$3,900.00</del>

**Client's Signature:**

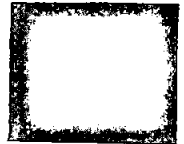
Date: 7/1/14

Sign here Karyn E. Evert

**Chargeback Policy:** As described in the "Limited Services Agreement," if you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Preferred Law, PLLC does NOT GUARANTEE that we can reach a solution that will necessarily be one you agree with. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

# ATTACHMENT C





# Midland Mortgage

*A Division of MidFirst Bank*

September 11, 2014

CUS  
PREFERRED LAW PLLC  
ATTN BENJAMIN R HORTON  
2825 E COTTONWOOD PKWY STE 500  
SALT LAKE CITY UT 84121

RE: Karyn E. Evert  
Brian L. Evert

  
Marion, OH 

Dear Mr. Horton:

Midland Mortgage, a Division of MidFirst Bank, is in receipt of your inquiry dated August 14, 2014, which you identify as a RESPA Qualified Written Request. Please note that although your letter was not sent to the address which we have designated for Qualified Written Requests/Notices of Error, we are providing the information requested that relates directly to Midland's servicing of the loan.

We have reviewed the inquiry and are responding to appropriate requests that relate directly to the servicing of your client's loan by Midland. Please note that the servicing of your client's loan was transferred to us from CitiMortgage, Inc., effective August 18, 2014, and therefore we have not included information prior to that date unless related to its servicing of your client's loan and it is available to us. MidFirst Bank, through its division Midland, services the loan. MidFirst Bank, whose address is 999 N.W. Grand Blvd., Oklahoma City, OK 73118, is the owner/assignee of the loan; original loan documents are held by the custodian, also MidFirst Bank, at its offices located at 2730 N. Portland Ave., Oklahoma City, OK 73107, Contact: Jeri Bassett. We handle all servicing aspects of the loan, and therefore all communications concerning the loan should be directed through us. This response does not include confidential, proprietary information or information that does not directly relate to the servicing of your client's loan, as that term is defined under RESPA. See 12 USC 2605 (i) (3).

Enclosed are copies of the Adjustable Rate Note and Open-End Mortgage which obligate your client to repay all sums due in accordance with the terms of those documents. We have also enclosed other documents available to us and responsive to appropriate requests related directly to the servicing of the loan. The requested documents include the following:

- Subordination Agreement
- Loan Modification Agreement
- CitiMortgage, Inc. goodbye letter and Midland welcome letter
- 2014 Midland payment history
- List of CitiMortgage, Inc. transaction codes
- June 2012 – August 2014 CitiMortgage, Inc. payment history
- Appraisal
- CitiMortgage, Inc. Escrow Account Disclosure Statements
- 2005 – 2006 CitiMortgage, Inc. Mortgage Interest Statements
- Notice of Assignment, Sale or Transfer of Servicing Rights

# Midland Mortgage


*A Division of MidFirst Bank*

As a courtesy, we are not assessing a fee for copies of the documents provided; however, please note that a fee may apply for additional document requests. There has been no lender-placed insurance coverage since we began servicing the loan.

Although the loan is delinquent, it has not been referred for foreclosure at this time and no attorney fees have been billed to date. Loss mitigation may be available to your client. You or your client may contact our Delinquency Assistance Center directly at 1-800-552-3000, Monday through Friday, 8:00 a.m. to 9:00 p.m. (Central Time) to discuss the assistance options that may be available.

At this time, we have removed your client's telephone contact information from our dialing system. Your client's account has been noted as disputed on our records and to the credit reporting agencies to which we report. If you would like for us to remove the dispute notation from the account, please send us a written request to the customer service address listed below. If you have further questions, you may contact our Customer Service Department at 1-800-654-4566, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central Time).

Sincerely,

  
Brendan Smith  
Customer Service Department  
Midland Mortgage, a Division of MidFirst Bank

Enclosures

Bankruptcy Case Number 11-36038

Loan Number 

Notice: If you have received a bankruptcy discharge of the debt secured by the Mortgage/Deed of Trust or you are currently in bankruptcy under the protection of the automatic stay, this letter is not an attempt to collect the debt, but any default will need to be cured to avoid foreclosure. If your loan was in default at the time MidFirst Bank acquired the servicing of your loan and you have not filed bankruptcy or received a discharge of the debt secured by the Mortgage/Deed of Trust, we are required to advise you that this communication is from a debt collector, this is an attempt to collect a debt, and any information obtained will be used for that purpose.

# ATTACHMENT D



September 30, 2014

Karyn Evert

[REDACTED] Marion OH [REDACTED]

RE: Receipt of Documents

Karyn Evert:

In accordance with our fee agreement, Preferred Law, PLLC submitted a qualified written request ("QWR") to your lender pursuant to federal law, including the Truth in Lending Act (TILA) 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act (RESPA), codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code.

At this time, Preferred Law is performing its federal analysis and review of all of the documentation supplied by your lender in response to the QWR. All mortgage assistance relief services, if any, have also been directed to American Home Loan Counselors or other mortgage assistance relief service, HUD approved housing counseling agency, or local counsel.

Please find enclosed a copy of your lender's response to the QWR. Should any other matters arise during our reviewing process, Preferred Law, PLLC will contact you. Furthermore, should you have any questions, please contact us at (888) 980-7457. Thank you.

Sincerely,

Benjamin R. Horton, Attorney  
Preferred Law, PLLC



## **EXHIBIT 5**

### **DECLARATION OF STEPHANIE FRIERSON**

**DECLARATION OF STEPHANIE FRIERSON  
PURSUANT TO 28 U.S.C. §1746**

**I, Stephanie Frierson, make the following statement:**

- 1. I am a U.S. citizen over the age of 18 residing in Smyrna, Tennessee. I have personal knowledge of the facts stated herein.**
- 2. In or around June 2016, I was looking to obtain a mortgage modification because my home was about to enter into foreclosure. I did an online search for modification services and the website of a company called Preferred Law appeared among the top search results. I looked up Preferred Law on the Better Business Bureau's ("BBB") website to make sure it was a legitimate company, and I read that it had a high BBB rating.**
- 3. I contacted Preferred Law via the telephone number listed on its website and spoke to an employee named Daniel Hensley (spelt phonetically). I told him I would only sign up with Preferred Law if it could guarantee me a modification. Daniel assured me the modification was guaranteed, and said that Preferred Law had never failed in obtaining a modification for any of its customers before. He also told me to stop paying my mortgage provider, Select Portfolio Servicing ("SPS"), since Preferred Law was going to work out a modification. He did not warn me of any potential consequences from failing to pay my mortgage.**
- 4. Daniel told me the mortgage modification process would take about six months and cost \$650 per month. Six months seemed like a long time, but he told me the process sometimes goes faster and it was worth the wait since the modification was guaranteed. He sent me an email, which contained several documents I needed to fill out and submit to Preferred Law.**

5. I submitted the documents and gave Preferred Law the routing number to my bank account so it could withdraw the monthly payments. I also paid a \$1,000 deposit the first month.
6. The case manager assigned to my case was Rebecca Peace. Whenever I tried calling Preferred Law to get a status update, it was impossible to get Rebecca or anyone else on the phone. I left voicemails, and Rebecca often waited over a week to get back to me.
7. In or around August 2016, SPS contacted me since I had stopped paying my mortgage. During this conversation, I learned that Preferred Law had submitted documentation to SPS stating that Preferred Law would be representing me, but then never contacted SPS again. My modification application was denied since Preferred Law never submitted any of the necessary paperwork.
8. I was very annoyed when I discovered what Preferred Law had done. I had paid Preferred Law thousands of dollars and it had not even submitted any of the paperwork necessary for my modification with SPS.
9. When I called Rebecca, she told me that she had just been in contact with SPS and that the modification would take another two weeks. I knew this was a lie because I had just gotten off the phone with SPS and knew there was no modification application pending. I told Rebecca that I refused to continue paying Preferred Law since it did not provide me with any services or even attempt to get a modification. I told her that if Preferred Law withdrew any more money from my account, I would hire an attorney and sue for unauthorized charges.
10. I submitted a request for a refund to the audit department. The audit department waited several weeks to respond to me and said it would issue a refund for \$600.



This was unacceptable to me, since I had paid Preferred Law \$2,300 in fees. The audit department then offered me a refund of \$700, which I accepted because I was so frustrated with the whole experience and I decided that getting some money back was better than no money at all.

11. Preferred Law sent me a Refund and Release Agreement on March 1, 2017, which I immediately signed and sent back to the company. However, as of March 30, 2017, I have still not received a \$700 check in the mail. True and correct redacted copies of my correspondence with the audit department and the Refund and Release Agreement are attached to this declaration as Attachment A.
12. I ultimately worked out a modification with SPS on my own, but I lost \$2,300 in fees to Preferred Law. This company steals money from homeowners.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11 day of April, 2017.

  
Stephanie Frierson

# **ATTACHMENT A**

**From:** [REDACTED]  
**To:** Yadoo, Jennifer  
**Subject:** Fwd: Re: Information  
**Date:** Tuesday, March 28, 2017 4:30:31 PM  
**Attachments:** frierson\_release\_unsigned.pdf

---

I hope you get all the messages. Let me know if their is anything else I can do for you because this company is very wrong in all they do!

Be blessed in all you do! Have a blessed and prosperous day. God bless you and yours for always!

----- Forwarded message -----

**From:** Audit Department <auditdepartment@consumerdefense.com>  
**Date:** Mar 1, 2017 4:43 PM  
**Subject:** Re: Information  
**To:** [REDACTED] <[REDACTED]>  
**Cc:**

Attached you will find the refund release for the \$700.00 refund. Once we get the signed copy back we mail your refund within 7-10 business days.

Please let us know if you have any additional questions at this time.

On Tue, Feb 28, 2017 at 2:01 PM, [REDACTED] <[REDACTED]> wrote:

Someone needs to respond to me about my payment because it has not been received and I have tried everything to keep this from the courts but I'm about to get another attorney and sue you for what I am due plus all fees associated with. This is ridiculous that you are not completing your end of the bargain and sending out the payment to end this ordeal. Thanks for your Immediate response.

Be blessed in all you do! Have a blessed and prosperous day. God bless you and yours for always!

On Feb 15, 2017 12:50 PM, Audit Department <auditdepartment@consumerdefense.com> wrote:

Ms. Frierson,

We have received a response from upper management we are able to increase the offer to \$700.00 but are not able to offer any additional.

Please let us know if you are accepting the increased offer so we can send out the necessary paperwork.

On Wed, Feb 15, 2017 at 8:01 AM, [REDACTED] <[REDACTED]> wrote:

I'm trying to get a response to the emails I sent so I can get this thing done. Thanks

Be blessed in all things you do for God sees all things in all people!

On Feb 10, 2017 11:48 AM, Audit Department <auditdepartment@consumerdefense.com> wrote:

Stephanie,

We have completed a full audit of your file. At this time we do not show a full refund can be offered. However we are offering a partial refund do to the outcome of your case. At this time our refund offer is in the amount of \$600.00 We feel as though this is a fair offer based of the work that was completed on your behalf.

Please let us know if you are accepting this offer so we can send out the necessary forms that need to be filled out and returned in order to release the funds.

On Thu, Feb 2, 2017 at 8:56 AM, [REDACTED] <[REDACTED]> wrote:  
Hello my name is Stephanie Frierson, and I am doing a follow up on a request for a refund. I was wondering how much longer it would take to get my money back? I also wanted to let you all know that just to show that not only did you all not give me the guaranteed modification, but I applied for one on my own and got it, so I don't know what practice you all do, but it's not to help people like me obviously because I did get a modification after all. I really hope you all do the right thing and give me my money back because you all DID NOT EARN that money at all since I got my own modification with the same paperwork! Thanks

Be blessed in all things you do for God sees all things in all people!

On Jan 5, 2017 2:02 PM, Audit Department <[auditdepartment@consumerdefense.com](mailto:auditdepartment@consumerdefense.com)> wrote:  
Stephanie.

Thank you for getting us your name. Please see attached the necessary paperwork that needs to be filled out and returned in order to process your request. Once received it can take up to 30 days to process your request. Please let us know if you have further questions at this time.

On Thu, Jan 5, 2017 at 12:45 PM, Stephanie Frierson  
<[REDACTED]> wrote:  
Stephanie Frierson

Sent from Yahoo Mail on Android

On Thu, Jan 5, 2017 at 1:45 PM, Audit Department  
<[auditdepartment@consumerdefense.com](mailto:auditdepartment@consumerdefense.com)> wrote:

can you please tell us whom this is regarding

On Tue, Jan 3, 2017 at 9:08 AM, [REDACTED] <[REDACTED]> wrote:  
I am going to need someone to contact me to give me the contact address for my attorney. You have been neglecting to refund me money that is due to me, and not resolving the issue at hand so a lawsuit is going to be incurred against your neglectful company. I have given you plenty of time to reimburse me my money of \$2900 and you have refused to corporate. Thanks

Be blessed in all things you do for God sees all things in all people!

--

Regards,

**Consumer Defense Audit Department**  
**888-980-7519 Ext 238**

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

--

Regards,

**Consumer Defense Audit Department**  
**888-980-7519 Ext 238**

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--

Regards,

**Consumer Defense Audit Department**  
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Regards,

**Consumer Defense Audit Department**  
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--

Regards,

**Consumer Defense Audit Department**  
**888-980-7519 Ext 238**

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Consumer Defense

March 1, 2017

Stephanie Frierson  
[REDACTED]  
[REDACTED]

Re: Refund and Release Agreement

Dear Stephanie:

Thank you for selecting Consumer Defense, LLC to assist you with protecting your homeowner rights pursuant to certain federal statutes and programs. We have appreciated you as a customer. Although we believe that we competently performed our contractual duties, due to various issues beyond our control we were unable to obtain a satisfactory resolution for you.

Accordingly, this Refund and Release Agreement (the "Agreement") is entered into between the business Consumer Defense, LLC ("Consumer Defense"), and such other identified entities below, and the following borrower and co-borrower (if any):

	Borrower	Co-Borrower
Name	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Phone	_____	_____

**Refund Amount: \$700.00 Seven Hundred Dollars (the "Refund") (Payable to "Borrower")**

IN EXCHANGE FOR ISSUING THE ABOVE REFUND for certain amounts paid by the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") to Consumer Defense, Borrower and Consumer Defense (including such other intended entities identified in Section 1 below) hereby AGREE as follows:

1. **Agreement to Release and Hold Harmless.** In exchange for issuing the Refund within 30 days from the date first indicated above, payable to the Borrower, and to the fullest extent permitted by law, Borrower hereby forever discharges and AGREES to hold harmless Consumer Defense and Consumer Link, Inc., including all of their owners, managers, shareholders, directors, partners, attorneys, officers, employees, assignees, contractors, and successor entities (collectively, the "Releasee") from any and all claims, obligations, causes of action, suits, or liability whatsoever arising out of or related to the services provided by Releasee and in any manner related to Borrower's mortgage(s) and/or home(s), whether such claims be in tort or in contract, whether known or unknown, whether for personal or property damages, loss of home, malpractice, fraud, attorney's fees, court costs, litigation expenses, or any other form of damages whatsoever. The consideration or Refund is in full compromise and satisfaction of any possible disputed claims between the parties and is intended to release all liens and extinguish all rights and liabilities concerning such claim. The Refund is not to be construed as admission of liability by any party, or anyone else.

BORROWER ACKNOWLEDGES THAT HE OR SHE HAS HAD ADEQUATE TIME TO SEEK INDEPENDENT COUNSEL AND IS NOW CURRENTLY REPRESENTED IN MAKING THIS AGREEMENT.

2. **Binding.** This Agreement shall be binding on the personal representatives, estates, insurers, successors, and assigns of the parties hereto and shall include for those business entities the discharge of shareholders, members, partners, directors, officers, employees, assignees, and successor businesses.
3. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
4. **Indemnity.** So far as permitted under law, Borrower agrees to indemnify and hold Releasee harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the matters identified herein and such other services provided by Releasee on behalf Borrower.
5. **Interpretation/Applicable Law/Venue.** This Agreement is made in Clark County, Nevada, and shall be construed pursuant to the laws of the State of Nevada, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the arbitration provision below, the parties to this Agreement further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement (or any other matter between the parties) shall be proper only in Clark County, Nevada.
6. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
7. **Arbitration.** BORROWER AGREES TO HAVE ANY AND ALL DISPUTES ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT (INCLUDING ALL SERVICES PROVIDED BY RELEASEE) DECIDED BY NEUTRAL ARBITRATION IN CLARK COUNTY, NEVADA AS PROVIDED BY NEVADA LAW AND BORROWER IS GIVING UP ANY RIGHT BORROWER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, JURY TRIAL, OR BY CLASS ACTION. IF BORROWER REFUSES TO SUBMIT TO ARBITRATION IN CLARK COUNTY, NEVADA, BORROWER MAY BE COMPELLED TO ARBITRATE AND RELEASEE SHALL BE AWARDED ALL ATTORNEY'S FEES AND COSTS IN COMPELLING THE SAME NOTWITHSTANDING ANY OTHER PROVISION. BORROWER AGREES THAT THESE ARBITRATION TERMS SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (CODIFIED AT 9 U.S.C. § 1 ET SEQ.), WHICH PROVIDES FOR JUDICIAL FACILITATION OF PRIVATE DISPUTE RESOLUTION THROUGH ARBITRATION, AND CONSUMER DEFENSE (AND OTHER ENTITIES) AND BORROWER CAN PURSUE ALL REMEDIES AVAILABLE UNDER THE FEDERAL ARBITRATION ACT IN COMPELLING ARBITRATION.
8. **Confidential; No Disparagement.** Except as required by an arbitrator or as otherwise required by law, the terms of this Agreement shall forever remain confidential. Borrower agrees to not disparage, malign, condemn, complain against, or abuse Releasee on the Internet or in any other manner whatsoever and to take all reasonable steps necessary to remove any offending materials against Releasee that may exist in any form originating from Borrower. Borrower further agrees to withdraw (or quickly resolve or mitigate to the best of Borrower's ability if withdrawal is unavailable) any of Borrower's consumer or other complaints, suits, and/or other claims against Releasee.





I (We), the borrower(s) (the "Borrower"), affirm that I (we) have received, read, and understand the foregoing agreement, and AGREE to the terms thereof.

**Borrower:**

*Date:* \_\_\_\_\_

*Sign here ►* \_\_\_\_\_

*Client Name:* \_\_\_\_\_

**Co-Borrower:**

*Date:* \_\_\_\_\_

*Sign here ►* \_\_\_\_\_

*Client Name:* \_\_\_\_\_



## **EXHIBIT 6**

### **DECLARATION OF PATRICK GARRETT**

**DECLARATION OF PATRICK GARRETT  
PURSUANT TO 28 U.S.C. § 1746**

I, Patrick Garrett, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Columbus, Ohio. I have personal knowledge of the facts stated below.
2. In or around August or September of 2016, I was about two months behind on my mortgage. I was not sure if my wife was a co-signer on my mortgage, because I had modified it once before. My mortgage company said that it could not help us, and so I went online to look for assistance. I found a company called Consumer Link and called their phone number.
3. The representative I spoke with said that Consumer Link could save our home and obtain a modification in a short period of time. The representative said that Consumer Link had helped many people in the past and obtained nothing but good results for their clients, and said that it could guarantee a modification for us.
4. The representative told me that Consumer Link's services costed \$6,000. She said that we had to pay approximately \$650 a month in the beginning; after a certain stage, my payments would drop to approximately \$297 a month. The representative said that once Consumer Link obtained a loan modification, we would have to pay approximately \$135 each month until we had paid off the \$6,000. The representative told me that I should stop paying my mortgage so I could have the money to pay Consumer Link, and that I did not need to pay my mortgage because I would be paying Consumer Link instead and it would get a modification. The representative also said I should stop talking to my lender, and if I received a call from my lender, I should contact Consumer Link immediately.

5. I decided to sign up with Consumer Link. Consumer Link emailed me some paperwork, which I printed out, signed, and mailed to it. At the same time, I sent Consumer Link documents it requested, such as bank statements and pay stubs. About three days after I signed up, on or around September 3, 2016, Consumer Link took my first payment out of my bank account via my debit card.

6. Consumer Link described itself as a law firm, but did not assign me an attorney. Consumer Link also did not tell me that I could stop doing business with them at any time or reject an offer of mortgage assistance that my lender offers without having to pay Consumer Link for its services. I do not remember them telling me that the company was not associated with the government and its service was not approved by the government or any lender. Consumer Link did not tell me that my lender might not agree to modify my loan, even if I used Consumer Link's services. Consumer Link also did not tell me that if I stopped paying my mortgage, I could lose my home or damage my credit. In fact, Consumer Link told me to stop paying my mortgage.

7. The representative said that Consumer Link would send me a copy of the paperwork I signed, but I never got anything. At some point, Consumer Link told me that it never received the documents I sent. I had to fill out the same paperwork and send Consumer Link the same documents I previously sent. When I tried to mail these documents, the Post Office told me that the zip code Consumer Link had provided was incorrect. I attempted to get in touch with Mia, a Consumer Link representative, for two days, but she never answered any of my phone calls. I spoke with about six other people at Consumer Link, and eventually spoke with Mia's boss. At that point, Mia called me and provided

me the correct zip code. After I sent in the paperwork a second time, Consumer Link sent me a copy of the contract I had signed.

8. Consumer Link would primarily communicate with me via email, including emailing me each month when my payments were due. Consumer Link also sometimes used the names Consumer Defense, American Home Loans, and AM Property Management. For example, on March 1, 2017, I received an email from Alli Parkinson with the subject line "Consumer Defense Payment Reminder." Alli's email was from a preferredlawteam.com email address and stated that a payment would be withdrawn in the name of American Home Loans. A true and correct redacted copy of this email is attached to this declaration as *Attachment A*.
9. In all the time I worked with Consumer Link, it never had me fill out an application for a modification. I do not know what it was providing to my lender, or if Consumer Link even submitted an application to modify my mortgage. Additionally, my lender continued to call me, even though the Consumer Link representative had previously told me my lender should not be calling me.
10. It was difficult to keep in contact with Consumer Link because representatives would not return my calls or update me on the progress of the modification. When Consumer Link did provide updates, they did not contain much information. For example, on March 7, 2017, I received an email from Alicia Zuniga, a negotiator with Consumer Link and Default Support Center. Alicia's email stated that she did not have any new updates for me and my file was still under review. A true and correct redacted copy of this email is attached to this declaration as *Attachment B*.

11. Consumer Link would also frequently change the representative I worked with. During the time I worked with Consumer Link, I was in contact with about six different representatives, including Alicia Zuniga and Alli Parkinson. I ultimately ended up working with a representative named Mia Apcho.
12. During the time I worked with Consumer Link, I was in and out of foreclosure proceedings several times. Consumer Link would do nothing until I received a foreclosure notice, then ask us for more documents to give to the lender, such as our most recent pay stubs and bank statements. Consumer Link would ask both me and my wife for these documents. Because Consumer Link had been in communication with my lender, I assumed that my lender requested my wife's documents and that this meant that she was a co-signer on the mortgage. Once my lender received the documents, it would stop the foreclosure temporarily but after 30 days would send me another foreclosure notice. Then, Consumer Link would repeat the process over again. I felt as though it was keeping us in limbo so it could take more of our money each month.
13. At some point, Consumer Link changed how it withdrew my payments. On April 3, 2017, Alli sent me an email that stated that Consumer Link was no longer able to process payments via card and needed new payment information in order to process payments as an electronic check or bank draft. The email stated that if I did not provide updated payment information, my file would be placed on hold. I provided Consumer Link a voided check; from that point, it withdrew my payments via electronic check. A true and correct redacted copy of this email is attached to this declaration as *Attachment C*.
14. On March 14, 2017, I received an email from Alicia that my modification request was denied. I did not know what, if anything, Consumer Link submitted to my lender.

Alicia's email stated that Consumer Link was working on getting more details and waiting to receive a written denial letter. A true and correct redacted copy of this email is attached to this declaration as *Attachment D*.

15. On March 20, 2017, I received another email from Consumer Link, this time from Mia, notifying me that my lender had denied the modification. On that same day, I responded to Mia's email that I was freaking out. On March 23, 2017, I emailed Mia again to check to see what was going on. Mia responded that same day that Consumer Link was still waiting for my lender to generate a denial letter. I followed up again with Mia on March 28, 2017 to ask if Consumer Link had heard anything from my lender. Mia again responded that my lender had not generated a denial letter yet. Around the same time as the modification application was denied, Consumer Link changed the name of the company that withdrew my payments, which confused me. On April 6, 2017, I responded to the email thread and asked Mia why my bank statement listed a payment from "a.m. sales." Mia responded that she was not sure what I meant, but that Consumer Link's management team was reviewing the denial information provided by my lender and it would take a couple of days. I emailed Mia again on April 7, 2017 to ask about a payment that had been withdrawn from my checking account by a company called "A.m. property Inc." Mia replied that she was not sure if that was their company and I would have to confirm with the Billing Department that this was a payment to Consumer Link. True and correct redacted copies of these email chains are attached to this declaration as *Attachment E*.

16. I typically ignored my lender's phone calls because that is what Consumer Link advised me to do. However, at one point after Consumer Link first told me that my modification



had been denied, I picked up the phone when my lender called. My lender did not tell me much information, but indicated that it had been sending me notices indicating that information was missing from the documentation that it had received. I had received these notices, but previously had ignored them because Consumer Link had advised me not to communicate with my lender. When I opened one of the notices, I realized it listed missing documents like pay stubs and bank statements, some of which I had already provided to Consumer Link. I concluded that Consumer Link had not been providing the right information to my lender in a timely fashion, if at all. Additionally, my lender said that the Federal Housing Administration ("FHA") did not provide modifications for my specific type of loan. I took this to mean that my loan was not eligible for a modification.

17. I subsequently contacted Consumer Link. Consumer Link told me not to worry about what my lender said and that it would talk to my lender and get back to me. I asked if I needed to send Consumer Link more documentation, as the notice from my lender indicated. The representative I spoke with said no, and that I only needed to send in what Consumer Link requested.
18. On or around April 12, 2017, Mia emailed me that Consumer Link's management team reviewed my lender's modification denial and concluded that my lender calculated my income incorrectly. I was confused by this, because I had previously provided Consumer Link with my income. Mia's email stated that Consumer Link was ready to resubmit my case to reopen review for modification. Mia's email also listed some documents, such as recent pay stubs, last two months' bank statements, and our most recent utility bill. I responded to Mia's email that same day asking if she needed all of these documents again. On April 13, 2017, Mia confirmed that she did need these documents. After

sending Mia the documents, I responded to the email on May 1, 2017 to ask if Consumer Link received the documents. On that same day, Mia responded that Consumer Link received the documents and would resubmit my file within 24 hours. A true and correct redacted copy of this email chain is attached to this declaration as *Attachment F*.

19. On at least three occasions, Consumer Link sent me identical email updates. On May 11, 2017, I received an email from Mia. The email said, "This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week." On May 26, 2017, I responded to this email that my mortgage company called me today asking for more information from my wife. I asked Mia if she had that information. On that same day, Mia responded that I should wait for her to respond and that she would call my lender that day. Later that afternoon, Mia sent me a separate email with the identical text: "This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week." On June 23, 2017, I received another email from Mia with the exact same text: "This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week." True and correct redacted copies of these emails are attached to this declaration as *Attachment G*.

20. On June 1, 2017, Mia sent me an email stating that the underwriters were in the process of reviewing our file and were requesting the last 30 days' worth of pay stubs. We sent in the documents Consumer Link requested. On June 7, 2017, Mia emailed me again that

Consumer Link was still missing our most recent pay stubs. On that same day, I responded to the email that my wife had mailed the documents to the P.O. Box Consumer Link previously provided and that Consumer Link should receive the documents that day. On June 13, 2017, Mia emailed me that Consumer Link was still missing the last 30 days' worth of pay stubs. True and correct redacted copies of these emails are attached to this declaration as *Attachment H*.

21. I was confused by Mia's email because we had already sent in the pay stubs the previous week. On June 13, 2017, I emailed Mia and asked her if Consumer Link needed new pay stubs or if it had not received the pay stubs we sent the previous week. I also mentioned that I had received some paperwork from my lender asking for additional information. On June 14, 2017, Mia responded that she received our documents that morning and we did not need to send Consumer Link any additional documents. On June 20, 2017, I replied to the email that my lender was calling us twice a day. I said that I had not answered the phone, but wanted to let Consumer Link know about the frequent calls. On June 21, 2017, Mia responded that she would remind my lender that "they have a C&D" and should not be calling us. A true and correct redacted copy of this email chain is attached to this declaration as *Attachment I*.

22. Frustrated with the lack of progress on the modification, I began to ask Consumer Link questions. I asked Mia how long it would take to obtain a modification and how many times I would have to be in foreclosure proceedings before Consumer Link would be able to save my home. I told her that I thought that Consumer Link had been taking my money but nothing was getting done. Mia did not like me asking these questions, and

tried to brush me off. She would tell me that how long the process lasted depended on the individual case.

23. I sent Consumer Link a letter saying I would no longer continue paying it and wanted a full refund within thirty days because it had not fulfilled its promises to me. As soon as I sent this letter, Consumer Link stopped emailing me and I have not heard from them since.
24. I did not want to risk Consumer Link continuing to take out payments, so I had my bank close my account and open a new one. I also was able to get two payments back—approximately \$600 total—through my bank.
25. After I stopped working with Consumer Link, I started working with another company. The other company obtained a modification for me within less than 90 days. The other company informed us that my wife was not a co-borrower on my mortgage, and said that Consumer Link should not have needed to request documents from my wife. The woman at the other company also told me that Consumer Link should not have told me to stop paying my mortgage; instead, I should have been putting as much towards my mortgage payments as I could.
26. On or around August 8, 2017, I filed a complaint with the Better Business Bureau (“BBB”). The BBB recently reached out to me to say that it had reached out to Consumer Link twice, but Consumer Link had not responded to my complaint and so the BBB was closing my file.
27. Consumer Link did not obtain a mortgage modification for us. Consumer Link did not provide any legal services, and I never spoke with an attorney. I paid Consumer Link around \$4500 for approximately ten months and all it did was get me further into debt.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Columbus, Ohio this 25 day of September, 2017.

  
Patrick Garrett



# Attachment A

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:36 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Consumer Defense Payment Reminder

Sent from my iPhone

Begin forwarded message:

**From:** Alli Parkinson via Smartsheet <[user@smartsheet.com](mailto:user@smartsheet.com)>  
**Date:** March 1, 2017 at 12:32:52 PM EST  
**To:** [REDACTED]  
**Subject:** Consumer Defense Payment Reminder  
**Reply-To:** Alli Parkinson <[aparkinson@preferredlawteam.com](mailto:aparkinson@preferredlawteam.com)>



#### Comments

---

Hello,

I am contacting you on behalf of the billing department at Consumer Defense to remind you of the following payment that will be processed on FRIDAY MARCH 3 2017 according to your payment agreement:

AMOUNT: \$297.00

If your payment is declined or returned there will be a \$25.00 fee added to your account. Any file with a payment hold will have a \$50.00 fee added to the account to remove the hold.

Your payment will be processed using the bank account information that you provided and will be listed on your bank statement as one of the following:

\* American Home Loans

If you have any questions regarding this payment please give the billing department a call at 801-938-8066. ANY RESCHEDULED PAYMENTS WILL HAVE A \$50.00 CHARGE.

Thank you,  
Alli Parkinson  
801-938-8066

[aparkinson@preferredlawteam.com](mailto:aparkinson@preferredlawteam.com) on 03/01/17 10:32 AM

Sent using [Smartsheet](#), the work management and automation platform that enables enterprises and teams to work better.

Sent by [aparkinson@preferredlawteam.com](mailto:aparkinson@preferredlawteam.com)  
© 2017 [Smartsheet.com](#), Inc. | [Contact](#) | [Privacy Policy](#) | [User Agreement](#) | [Report Abuse/Spam](#)



# Attachment B

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:36 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Update

Sent from my iPhone

Begin forwarded message:

**From:** Aly Case Rep <[azcaserep@defaultsupport.com](mailto:azcaserep@defaultsupport.com)>  
**Date:** March 7, 2017 at 12:41:11 PM EST  
**To:** [REDACTED]  
**Subject:** Update

Good Morning Patrick,

I hope your day is going well. I wanted to follow-up with you to let you know that we do not have any new updates at this time; however, please know your file is still under review. I will follow-up with you again next week unless additional information is needed, or a decision is reached.

If you have any questions or need assistance prior to my next follow-up, you can reach out to me via email or by contacting me by phone.

Thank you and have a wonderful day.

Sincerely,

--

Alicia Zuniga  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

# Attachment C

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:34 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Billing Update - URGENT

Sent from my iPhone

Begin forwarded message:

**From:** Alli Parkinson <[aparkinson@americanhomeloans.com](mailto:aparkinson@americanhomeloans.com)>  
**Date:** April 3, 2017 at 11:32:24 AM EDT  
**To:** [REDACTED]  
**Subject:** Billing Update - URGENT

Hi Patrick,

As of Monday 03/13/2017 we are no longer able to process payments via card. We now only have the option to process payments as an electronic check or bank draft. Accordingly, we do need to update your payment information to be the routing and account information rather than the card information we have been using to this point. Please contact me as soon as possible to get this updated so we can get your payment due today processed without issue. If we are unable to get it processed, your file will be placed on hold until the time that it is resolved. Again, please contact me as soon as possible. You can respond to this email, or can give me a call at [801-938-8066](tel:801-938-8066).

Thank you.

--

—Thanks

Alli Parkinson  
Billing  
American Home Loans  
**801-938-8066**  
**Hours of operation Monday-Friday 8:00-4:00 (MST)**

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

# Attachment D

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:35 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Denial Notification

Sent from my iPhone

Begin forwarded message:

**From:** Aly Case Rep <[azcaserep@defaultsupport.com](mailto:azcaserep@defaultsupport.com)>  
**Date:** March 14, 2017 at 1:52:54 PM EDT  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Denial Notification

Hello Patrick,

I hope this email finds you well. We were informed that your modification request was denied today. We are currently working on getting more details and waiting to receive a written denial letter which contains exact reasons and denial details for our review. We will contact you as soon as we get these documents and after my manager's review as well and discuss next step on this process.

If you have any questions or concerns please do not hesitate to contact me.

Sincerely,

--

**Alicia Zuniga**  
**Negotiator**  
**Consumer Link**  
**Default Support Center**

**Phone:** 801.938.8061  
**Fax:** 888.224.6524  
**Billing Department Ext 235**  
**Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)**

# Attachment E

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:33 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Denial

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** April 7, 2017 at 2:15:49 PM EDT  
**To:** Pat Garrett [REDACTED]  
**Subject:** Re: Denial

Hello Patrick, our management team is currently reviewing denial information received by your lender. This may take a couple of days. Not sure what you meant when you say "sales took your money". Please clarify.

On Thu, Apr 6, 2017 at 4:56 PM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pam just curious if you heard anything seen on my bank statement that a.m. sales took my money out what does that mean

Sent from my iPhone

On Mar 28, 2017, at 1:10 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Hello Patrick, your lender has not generated a denial document yet, they will send us a copy as soon as they generate this document.

On Tue, Mar 28, 2017 at 7:16 AM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat just curious if you heard anything

Sent from my iPhone

On Mar 23, 2017, at 2:21 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

We are still waiting for Nationstar to generate a denial document.

On Thu, Mar 23, 2017 at 8:57 AM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat just checking in see what's going on getting closer to the first of the month

Sent from my iPhone



On Mar 20, 2017, at 5:46 PM, Mia Case Rep  
<[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Not a problem.

On Mon, Mar 20, 2017 at 3:44 PM, Pat Garrett  
<[REDACTED]> wrote:  
Hi Mia OK sorry just freaking out a little bit thanks

Sent from my iPhone

On Mar 20, 2017, at 5:39 PM, Mia Case Rep  
<[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

This is just a notification from my  
assistant letting you know that your  
lender has declined the modification.  
This is not the actual denial letter.

On Mon, Mar 20, 2017 at 3:11 PM,  
Pat Garrett  
<[REDACTED]> wrote:

Sent from my iPhone

--  
Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: [801.938.8061](tel:801.938.8061)  
Fax: [888.224.6524](tel:888.224.6524)  
Billing Department Ext 235  
Hours of operation Monday-Friday  
8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM  
(MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

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Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

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Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:24 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Emails

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** April 7, 2017 at 5:37:40 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject: Re:**

I am not sure if that is our company; you will have to get in contact with Billing Department to confirm I do not have access to that information to be honest.

On Fri, Apr 7, 2017 at 12:29 PM, Pat Garrett <[REDACTED]> wrote:  
A.m. property Inc./sale came from financing out of my checking account just wondering what sale was

Sent from my iPhone

--  
Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

# Attachment F

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:32 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Denial Review

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** May 9, 2017 at 5:20:42 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Re: Denial Review

We always send originals back to our client and keep copies for our records.

On Tue, May 9, 2017 at 3:15 PM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat I just received back the information that you told me to send you why did I have this sent back to me

Sent from my iPhone

On May 1, 2017, at 4:40 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Hello Patrick, we received documents and we should be resubmitting your file between 24 hrs.

On Mon, May 1, 2017 at 10:02 AM, Pat Garrett <[REDACTED]> wrote:  
Good morning Mia I was just checking to see if you got that paperwork

Sent from my iPhone

On Apr 21, 2017, at 3:47 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

PO BOX 949  
Sandy, UT 84070

On Fri, Apr 21, 2017 at 5:25 AM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat hey I need you to shoot me an address where to send this paperwork thank you

Sent from my iPhone

On Apr 13, 2017, at 10:36 AM, Mia Case Rep  
<[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Yes please; in order to get your modification review reopened.

On Wed, Apr 12, 2017 at 12:36 PM, Pat Garrett  
<[REDACTED]> wrote:  
Hi Mia it's Pat do you need all that stuff again

Sent from my iPhone

> On Apr 12, 2017, at 11:51 AM, Mia Case Rep  
<[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

>

> Hello Patrick; our management team has reviewed denial information received from your lender and has verified that Nationstar calculated your income incorrectly. We are ready to resubmit your case to reopen review for modification.

>

> - Last 30 days pay stubs for you and Crystal.

> - Last 2 months bank statements (all pages).

> - Most recent utility bill (gas or electricity only)

>

>

> --

> Mia A.

> Negotiator

> Consumer Link

> Default Support Center

>

> Phone: [801.938.8061](tel:801.938.8061)

> Fax: [888.224.6524](tel:888.224.6524)

> Billing Department Ext 235

> Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.

Negotiator

Consumer Link

Default Support Center

Phone: [801.938.8061](tel:801.938.8061)

Fax: [888.224.6524](tel:888.224.6524)

Billing Department Ext 235

Hours of operation Monday-Friday 8:00 - 5:00 PM  
(MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

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Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)



# Attachment G

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:31 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Update

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** May 26, 2017 at 1:03:20 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Re: Update

Hello Pat, just wait for me I will call them today.

On Fri, May 26, 2017 at 10:52 AM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat mortgage company called me today wanting more information from Crystal do you have that information or do I need to wait on them to send it to me

Sent from my iPhone

On May 11, 2017, at 5:14 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Hello Patrick,

This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week.

If you have any questions or concerns please do not hesitate to contact me.

—  
**Mia A.**  
**Negotiator**  
**Consumer Link**  
**Default Support Center**

**Phone:** 801.938.8061  
**Fax:** 888.224.6524  
**Billing Department Ext 235**  
**Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)**

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:31 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Update

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** May 26, 2017 at 4:34:24 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Update

Hello Patrick,

This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week.

If you have any questions or concerns please do not hesitate to contact me.

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:29 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Update

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** June 23, 2017 at 3:35:59 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Update

Hello Patrick,

This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week.

If you have any questions or concerns please do not hesitate to contact me.

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

# Attachment H

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:31 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Missing Documents - Important

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** June 1, 2017 at 6:44:49 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Missing Documents - Important

Hello Patrick,

I hope your day is off to a good start. The underwriters are in the process of reviewing the file and are requesting additional information.

Please provide the documents as soon as possible so I can resubmit your file back to the underwriters. I appreciate your assistance in this matter.

- Last 30 days worth of pay stubs.

If you have any questions or concerns please do not hesitate to contact me.

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

**Phone:** 801.938.8061  
**Fax:** 888.224.6524  
**Billing Department Ext 235**  
**Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)**

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061

Fax: 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)



**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:30 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Missing Documents - Reminder

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** June 8, 2017 at 10:12:37 AM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** **Re: Missing Documents - Reminder**

Perfect.

On Wed, Jun 7, 2017 at 9:46 PM, Pat Garrett <[REDACTED]> wrote:  
Crystal sent it to the PO Box we send it to last time you should have it today thanks

Sent from my iPhone

On Jun 7, 2017, at 7:43 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Dear Patrick;

This email is a reminder of the document(s) we are still missing for your modification case:

- Last 30 days worth of pay stubs.

Please send document(s) ASAP.

--

**Mia A.**  
**Negotiator**  
**Consumer Link**  
**Default Support Center**

**Phone:** 801.938.8061  
**Fax:** 888.224.6524  
**Billing Department Ext 235**  
**Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)**

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
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Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061  
Fax: 888.224.6524  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

**Feldstein, Elizabeth**

---

**From:** Pat Garrett <[REDACTED]>  
**Sent:** Tuesday, August 29, 2017 9:30 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Missing Documents - Reminder

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** June 13, 2017 at 5:01:48 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Missing Documents - Reminder

Dear Patrick;

This email is a reminder of the document(s) we are still missing for your modification case:

- Last 30 days worth of pay stubs.

Please send document(s) ASAP.

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: [801.938.8061](tel:801.938.8061)  
Fax: [888.224.6524](tel:888.224.6524)  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: [801.938.8061](tel:801.938.8061)  
Fax: [888.224.6524](tel:888.224.6524)  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

# Attachment I

**Feldstein, Elizabeth**

---

**From:** Pat Garrett [REDACTED]  
**Sent:** Tuesday, August 29, 2017 9:29 AM  
**To:** Feldstein, Elizabeth  
**Subject:** Fwd: Documents

Sent from my iPhone

Begin forwarded message:

**From:** Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)>  
**Date:** June 21, 2017 at 1:23:44 PM EDT  
**To:** Pat Garrett <[REDACTED]>  
**Subject:** Re: Documents

I see. I will call to remind them they have a C&D therefore they should not be calling you at all.

On Tue, Jun 20, 2017 at 2:06 PM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat just wanted to give you an update our mortgage company nation star is calling us twice a day I haven't answered the phone or talked with them yet but just to let you know they are calling every day twice a day

Sent from my iPhone

On Jun 15, 2017, at 5:05 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Same to you.

On Thu, Jun 15, 2017 at 3:04 PM, Pat Garrett <[REDACTED]> wrote:  
Thank you have a great day

Sent from my iPhone

On Jun 15, 2017, at 4:54 PM, Mia Case Rep <[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Here is a copy of the retainer for your file.

On Thu, Jun 15, 2017 at 2:15 PM, Pat Garrett <[REDACTED]> wrote:  
Hi Mia it's Pat I was going through my emails and I accidentally erased my contract with you guys is there anyway you could resend me a contract for my records thank you

Sent from my iPhone

On Jun 14, 2017, at 10:29 AM, Mia Case Rep  
<[macaserep@defaultsupport.com](mailto:macaserep@defaultsupport.com)> wrote:

Hello Patrick; I received your package this morning  
and email was sent yesterday. You do not need to  
send us any more documents so far for your file.

On Tue, Jun 13, 2017 at 4:48 PM, Pat Garrett  
<[REDACTED]> wrote:

Hi Mia it's Pat just wanting to know if you need  
more Pay stubs or have you not received the ones  
that we sent you last week also we have this  
paperwork from nation star saying what else we  
need. do we need this stuff as well  
Let me know thanks  
Sent from my iPhone

--  
Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: [801.938.8061](tel:801.938.8061)  
Fax: [888.224.6524](tel:888.224.6524)  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM  
(MST)

--  
Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: [801.938.8061](tel:801.938.8061)  
Fax: [888.224.6524](tel:888.224.6524)  
Billing Department Ext 235  
Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

<Retainer.pdf>

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061

Fax: 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)

--

Mia A.  
Negotiator  
Consumer Link  
Default Support Center

Phone: 801.938.8061

Fax: 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:00 - 5:00 PM (MST)





# **EXHIBIT 7**

## **DECLARATION OF JASON JONES**

**DECLARATION OF JASON JONES  
PURSUANT TO 28 U.S.C. §1746**

I, Jason Jones, hereby state that I have personal knowledge of the facts as set forth below.

If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Cherryville, North Carolina.
2. On or around May 2016, I was looking to obtain a mortgage loan modification. At the time, I had an interest rate of 4%, which I wanted to lower to 2%. After speaking with a work colleague who had successfully obtained a modification, I went online to search for the same type of service.
3. I used Google to search for the phrase "mortgage modification" (or something similar to that). Clicking on one of the top five search results, I arrived on a website called Preferred Law, which seemed to offer mortgage loan modification services. At the time, I believed Preferred Law was the same service my colleague had used to complete her loan modification.
4. I called the phone number listed on the website and spoke with an employee named Bobby. This employee told me she could guarantee that Preferred Law would get my desired modification. She also told me to stop making payments to my mortgage provider, Selene Finance, so that Preferred Law could work out a loan modification with a lower interest rate. She told me that the process would take about four months.
5. I submitted various forms to Preferred Law, including pay stubs, banks statements, and tax returns, as part of my application. I also paid Preferred Law \$650 per month for six months for its loan modification services. At the time, I did not know it was illegal to charge upfront fees for modification services. I also felt optimistic about my ability to obtain a loan modification because Bobby had told me that the modification was guaranteed. True and correct redacted copies of my borrower's authorization, service

guarantee agreement, and payment form are attached to this declaration as **Attachment A.**

6. The employee assigned to my case was Brianne Whitmire. I directed my bi-monthly payments for Preferred Law's services to Alli Parkinson. True and correct redacted copies of my bank statements showing my payments to Preferred Law are attached to this declaration as **Attachment B.**
7. When I signed up for Preferred Law in May 2016, I understood that it would take some time to obtain my modification. However, as the weeks passed by and I heard nothing, I started to get concerned. I kept calling Preferred Law, but I was never able to get Brianne Whitmire on the phone. Every time I called, the receptionist who answered the phone said that Brianne was out of the office.
8. On or around September 2016, I received a letter stating that my house was going to enter into foreclosure. I filed for bankruptcy to save my home.
9. On or around November 2016, I received a second notice stating that my home was in foreclosure. Around this time, I also lost my job. I filed for bankruptcy a second time. A true and correct redacted copy of my foreclosure notice is attached to this declaration as **Attachment C.**
10. On or around December 2016, I contacted my lender, Selene Finance, and learned for the first time that Preferred Law's modification application on my behalf had been rejected in August 2016 because the package was incomplete and the case was closed in September 2016. Selene Finance had apparently been trying to contact Preferred Law in order to obtain the required documentation, with no success.
11. Preferred Law never got in touch with me to tell me my modification was denied. By that point, I was over \$10,000 behind on my mortgage because Preferred Law had told me to stop paying my mortgage.

12. On December 19, 2016, I emailed Alli Parkison and Brianne Whitmire requesting a refund, since Preferred Law failed to obtain a modification. Ms. Parkinson told me she could not handle refunds and that I should contact the audit department. She also stated that I was not paying for a modification but rather Preferred Law's services. In a separate phone call, Ms. Parkinson said I had broken the contract by losing my job and was therefore ineligible for a refund. However, I lost my job in November 2016 and Selene Finance closed my case in September 2016. During those two months, Preferred Law was still collecting my money. I tried calling the number she sent me, but was not able to speak with anyone. A true and correct redacted copy of this email exchange is attached to this declaration as **Attachment D**.

13. On or around January 2017, I contacted the Utah Department of Commerce to file a complaint against Preferred Law. An investigator wrote back to me stating that I was not under Utah jurisdiction because I reside in North Carolina. However, he forwarded the complaint to the Utah Attorney General.

14. On or around February 2017, I received a letter from a law office stating my home would enter foreclosure in March 2017. On March 14, 2017, I contacted Selene Finance to see if I could prevent foreclosure and I learned that Preferred Law changed my mailing address, which meant I did not receive the foreclosure warnings that Selene was attempting to mail me. To this day, I have not received my modification and my home will be foreclosed by the end of this month.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15 day of March, 2017.

  
Jason Jones

# ATTACHMENT A

BBB Claim #  
11883015



American Home Loan Counselors

A MEMBER OF THE CREDIT GROUP

## Borrower's Authorization

Date : 05/09/2016

Mortgage Loan Number: [REDACTED]

Name of First Lender Selene Finance

The undersigned borrower(s) do hereby appoint American Home Loan Counselors, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

Address of Property [REDACTED]

City, State, Zip [REDACTED]

As necessary to carry out the above, American Home Loan Counselors, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow American Home Loan Counselors to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Co-Borrower:

JASON W JONES

Digitally signed by Jason W Jones on 05/09/2016 14:39:28 GMT-0400 (EDT)

Signature

Jason Jones

Printed Name

Social Security Number

Date of Birth

Signature

Printed Name

Social Security Number

Date of Birth

Please be advised the following individuals are authorized REPRESENTATIVES of American Home Loan Counselors that can be reached at (801) 386-6100: • Jonathan Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Vanetta Clark • Mia Apcho • Brianna Whitmore • Misty Frampton • Ali Parkinson • Ana Amaya • Cameron James • Cassie Rasmussen • Stefanie Chacon

American Home Loan Counselors  
8180 S 700 E STE 110  
Sandy, Utah 84070-0564  
(801) 386-5100  
(866) 334-7255

Document Integrity Verified

Transaction Number: 6603AF2C9CASF8AB

Modification Review Board, LLC

May 8, 2016

Modification Review Board, LLC  
9035 S 700 E, Ste. 203  
Sandy, UT 84070

Re: Service Guarantee Agreement

Dear Jason Jones

Modification Review Board, LLC ("MRB") welcomes you. The law firm of Preferred Law has agreed to submit a Qualified Written Request on your behalf and begin performing its federal review services as documents are received from your lender. Preferred Law's services are identified in its fee agreement. Once your information is received, and unless you direct otherwise in writing, American Home Loan Counselors will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of American Home Loan Counselors with the assistance of Preferred Law's federal legal services, and our knowledge of your factual situation, MRB hereby GUARANTEES that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow American Home Loan Counselors to process the modification and you promptly cooperate with Preferred Law and American Home Loan Counselors at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Preferred Law.
- ☐ All documents will be returned when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to Preferred Law are made on time per the Payment Schedule.
- ☐ You recognize that this guarantee is from MRB.
- ☐ Any and all disputes between the parties related to this agreement and MRB shall be resolved by binding arbitration in Salt Lake City, Utah, without appeal. You agree that any claim for damages by you against MRB for any reason shall be strictly limited only to only the fee paid by you to Preferred Law.
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

  
Jonathan Hanley  
General Manager

9035 S 700 E, Ste. 203 • Sandy, UT 84070

Phone: (888) 690-4936 • Fax: (888) 334-7265 • [www.modificationreviewboard.com](http://www.modificationreviewboard.com)

Document Integrity Verified

Transaction Number 7D1D41AD54331674

PX07 - 6



Preferred Law, PLLC  
Law Office

**F. 10% Reduction of Principal Contingency Fee.** If applicable, American Home Loan Counselors (not Preferred Law) may negotiate to reduce or discharge the secured debt including a second mortgage attached to your property. Only if American Home Loan Counselors is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to American Home Loan Counselors or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. American Home Loan Counselors and Preferred Law make no guarantees or claims regarding the potential tax consequences of debt forgiveness.

I (we) the undersigned person(s) hereby agree to the 10% Reduction of Principal Contingency Fee described above.

**JASON W JONES**

Digitally signed from 199.201.65.131 on Mon May 9 2016 14:55:09 GMT -0400 (EDT)

Borrower's Initials:

Co-Borrower's Initials:

I hereby acknowledge that I have read and understand all of the terms and conditions set forth in this agreement/addendum and do AGREE to them.

**Borrower:**

**JASON W JONES**

Digitally signed from 199.201.65.131 on Mon May 9 2016 14:55:09 GMT -0400 (EDT)

Date: 05/09/2016

Sign here ►

Client Name:

Jason Jones

**Co-Borrower:**

Date: 05/09/2016

Sign here ►

Client Name:

91 Page

Retainer Agreement

Preferred Law, PLLC • 2825 E COTTONWOOD PKWY • STE 600 • SALT LAKE CITY, UT 84121

Phone: (888) 980-7457 • Fax: (888) 334-7255 • [www.preferredlawteam.com](http://www.preferredlawteam.com)

Document Integrity Verified

Transaction Number: FBIDE#E#7AA6333C

PX07 - 7





Preferred Law, PLLC  
Attorneys at Law

## Payment Form

Preferred Law Representative: KT MacKay

### Client Information:

Name : Jason Jones

Phone : [REDACTED]

E-mail : [REDACTED]

Physical Address : [REDACTED]

Card Type : Visa ☐ MasterCard ☒ Discover ☐

Daily Limit on Card, if none write NONE : \_\_\_\_\_

Card Number : [REDACTED]

Expiration : [REDACTED]

Code : [REDACTED]

Billing Address : [REDACTED]

### Payment Schedule :

	Date	Amount
1	05/23/2016	\$ 650.00
2	06/23/2016	\$ 650.00
3	07/23/2016	\$ 650.00
4	08/23/2016	\$ 650.00
5	09/23/2016	\$ 650.00
6	10/23/2016	\$ 650.00
TOTAL		\$ 3,900.00

Cardholder's Name: Jason Jones

**JASON W JONES**

Date: 05/09/2016

Sign here ➤

Digitally signed on 05/09/2016 15:00:59 GMT -0400 (EDT)

**Chargeback Policy:** As described in the "Limited Services Agreement," if you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Preferred Law, PLLC does NOT GUARANTEE that we can reach a solution that will necessarily be one you agree with. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages of \$250 shall be applied to your account in addition to all other remedies provided in the "Limited Services Agreement" and under Utah law.

11 Page  
Payment Form

Preferred Law, PLLC • 9035 S 700 E, Ste. 203 • Sandy, UT 84070

Phone: (888) 641-7445 • Fax: (888) 224-6524 • [www.preferredlawteam.com](http://www.preferredlawteam.com)

Document Integrity Verified

Transaction Number: 65E0D29F508A324E



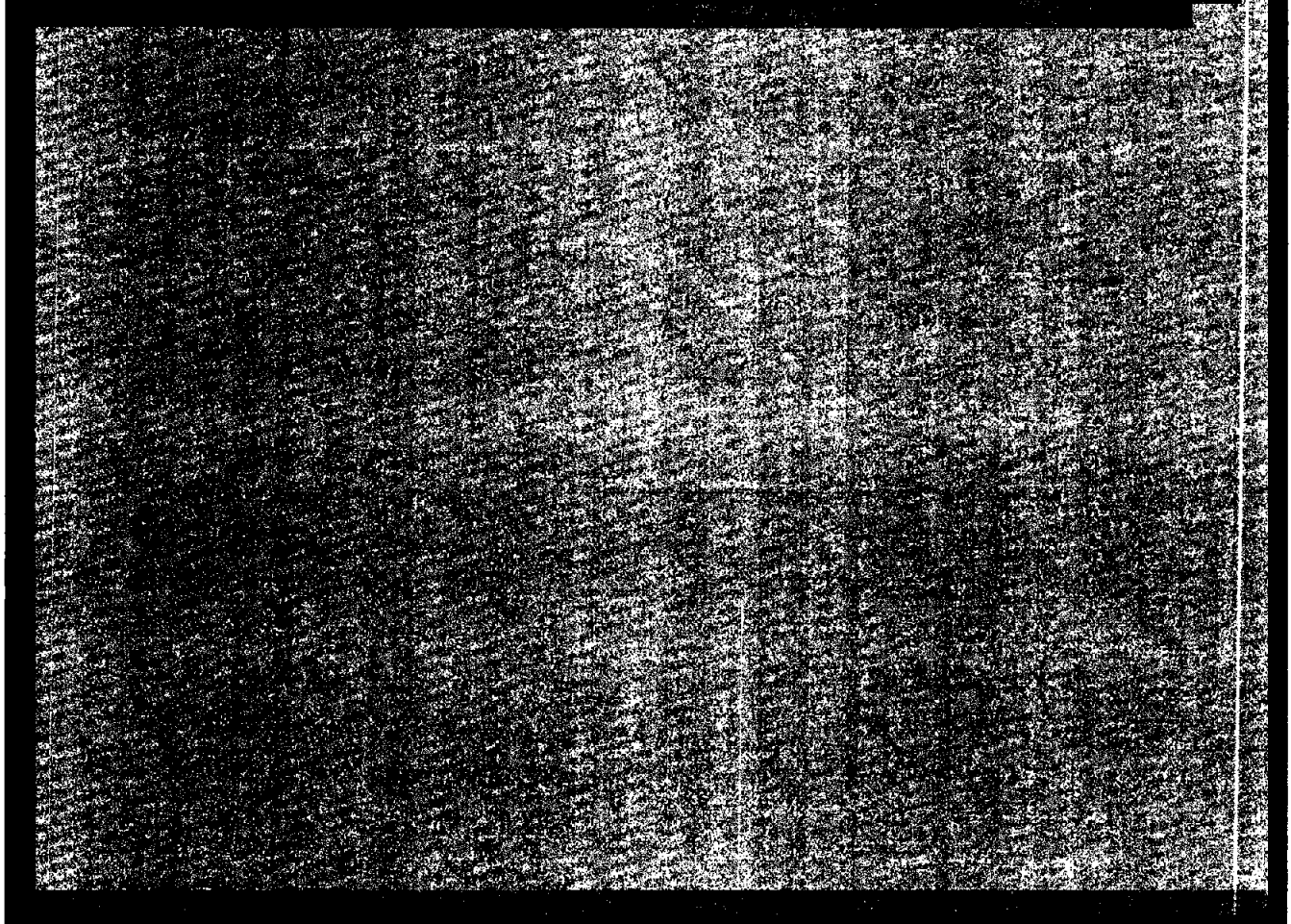

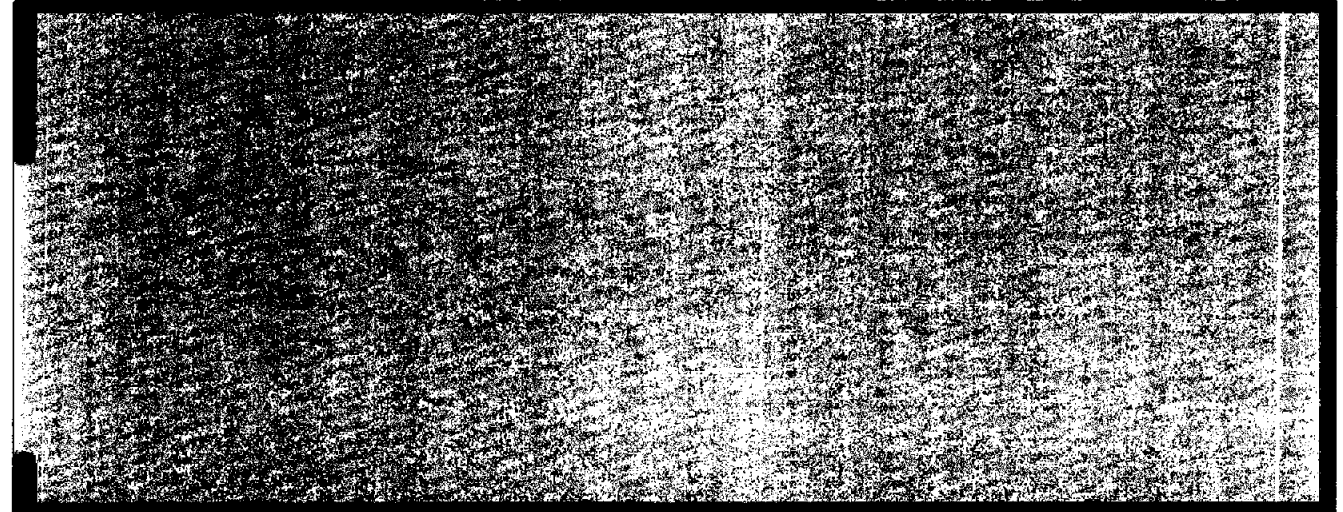
# ATTACHMENT B

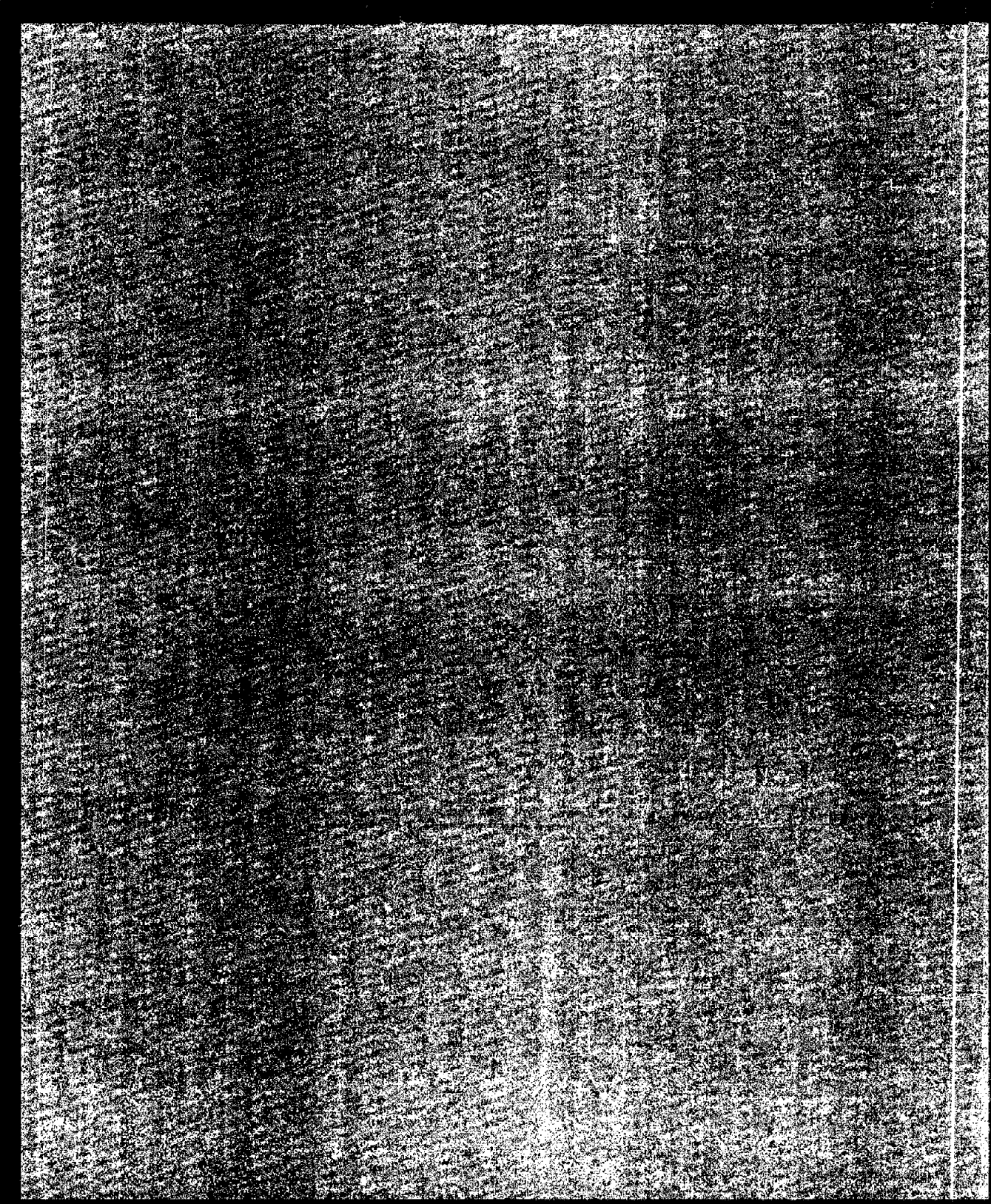
This image shows a high-contrast, black and white scan of a textured surface, likely the cover or endpaper of an old book. The texture is grainy and uneven, with a vertical line running down the left side, possibly indicating a hinge or a fold. The overall appearance is aged and worn.

Date	Description	Amount	Balance
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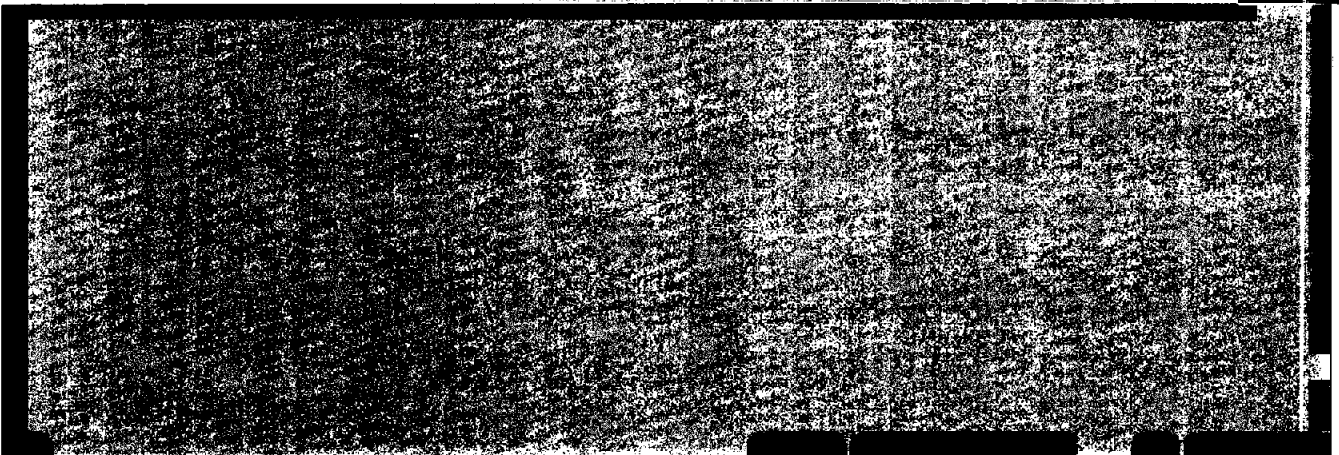
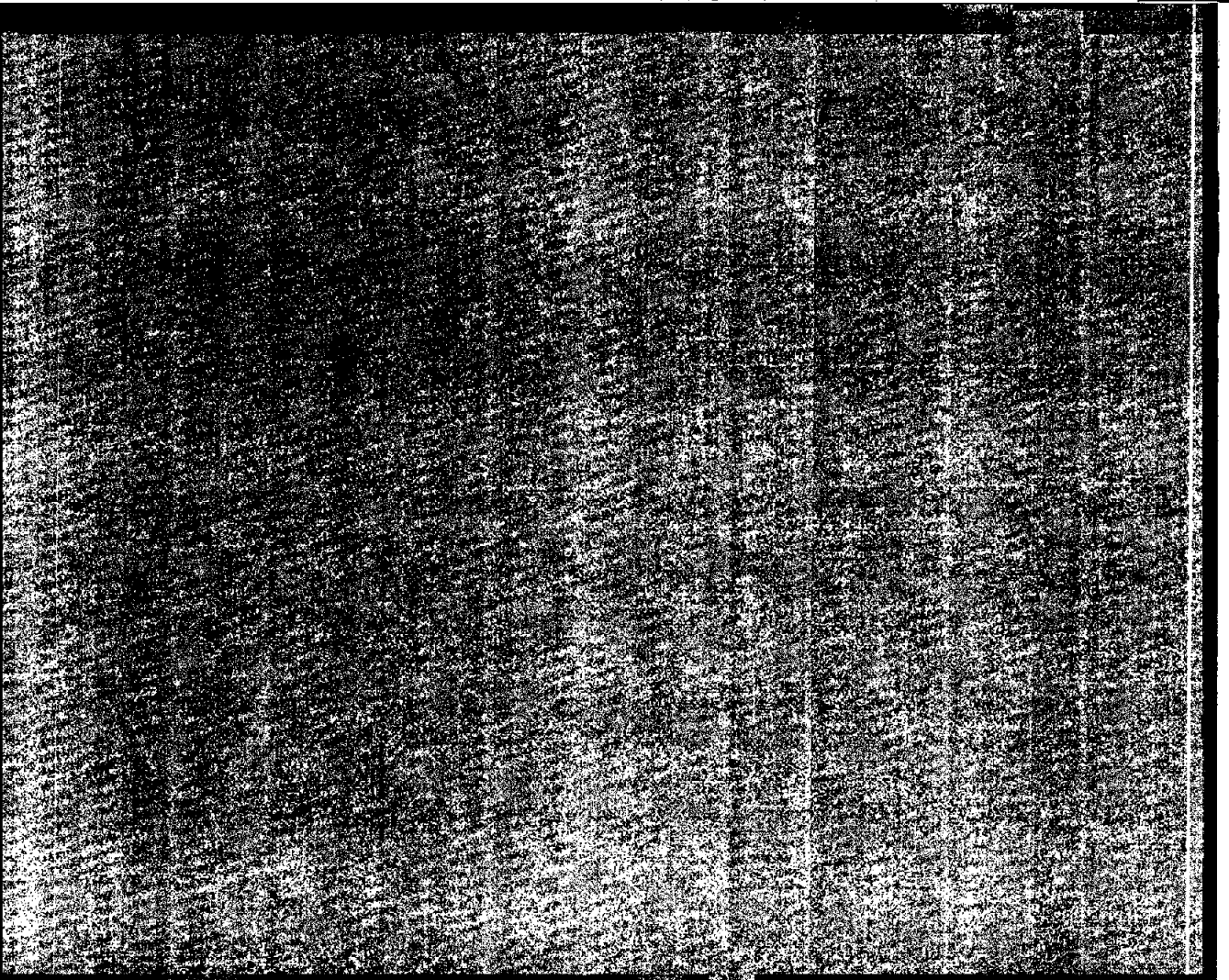
10/29/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$-375.00	
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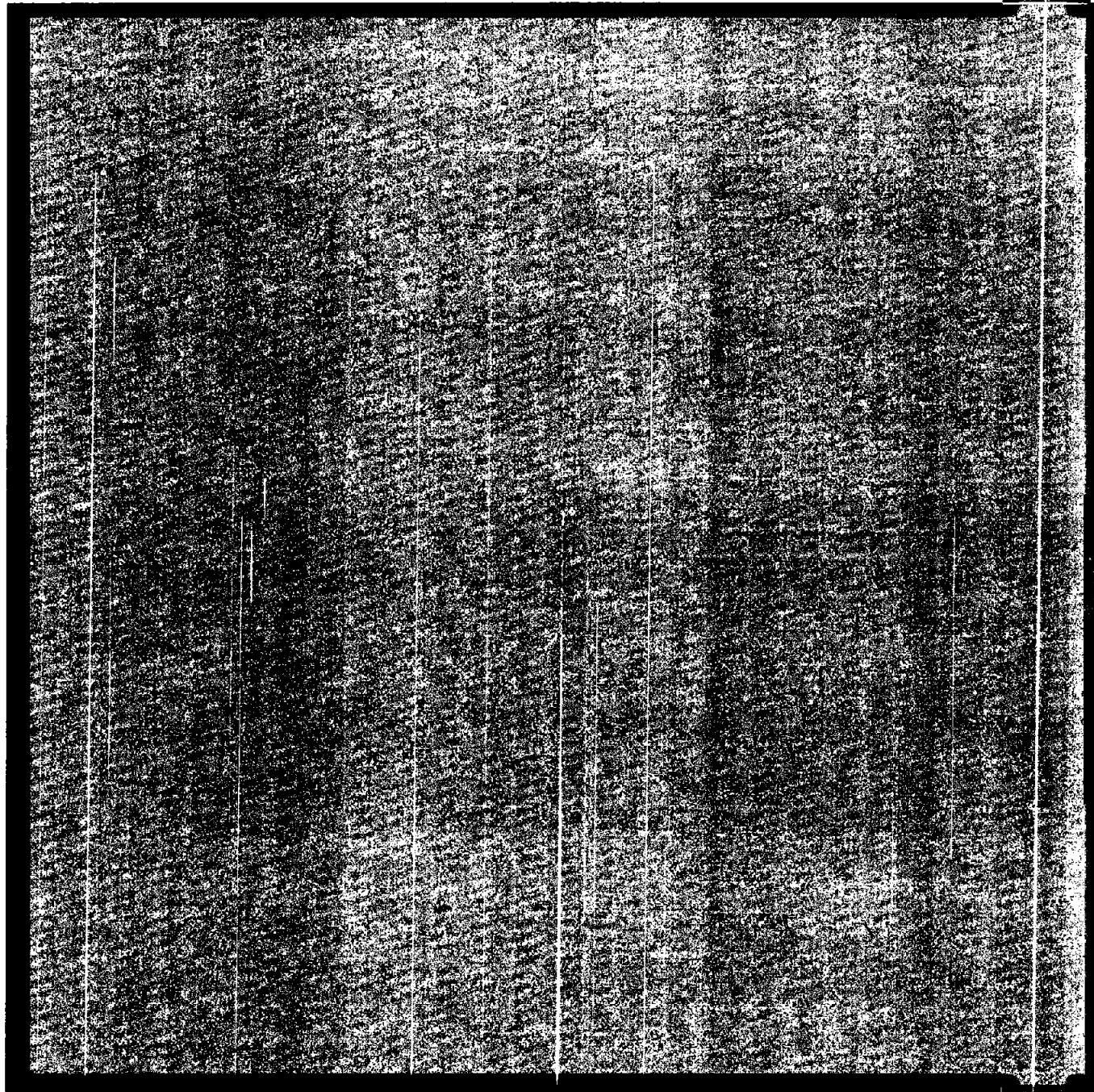
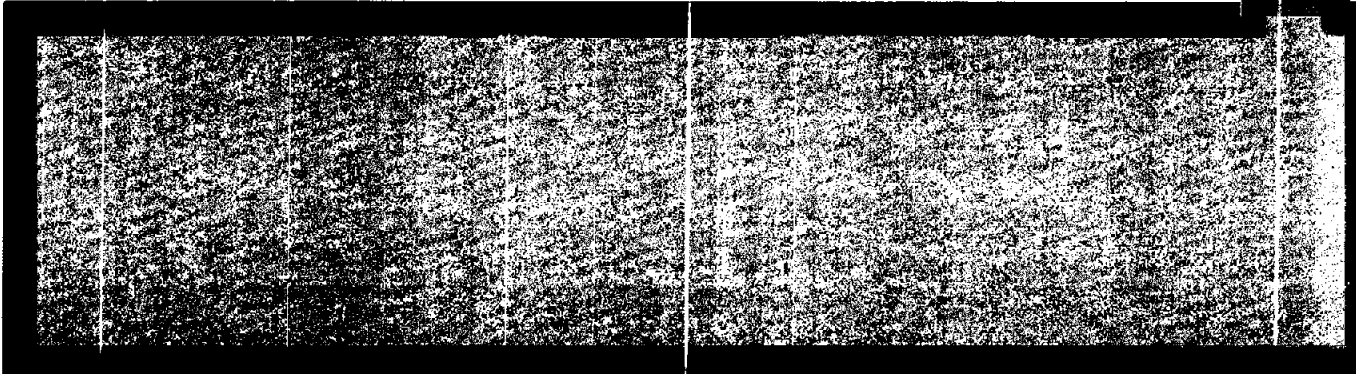


Date	Description	Amount	Balance
			
10/08/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$ -375.00	
			
09/24/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$ -325.00	
			

Date	Description	Amount	Balance
09/17/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$ -325.00	
			



Date	Description	Amount	Balance
			
08/27/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLC US	\$ -325.00	
			
08/20/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLC US	\$ -50.00	
			

Date	Description	Amount	Balance
08/06/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$ -325.00	
			
07/23/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLCUS	\$ -325.00	
			



Date	Description	Amount	Balance
07/09/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLC US	\$ -325.00	\$

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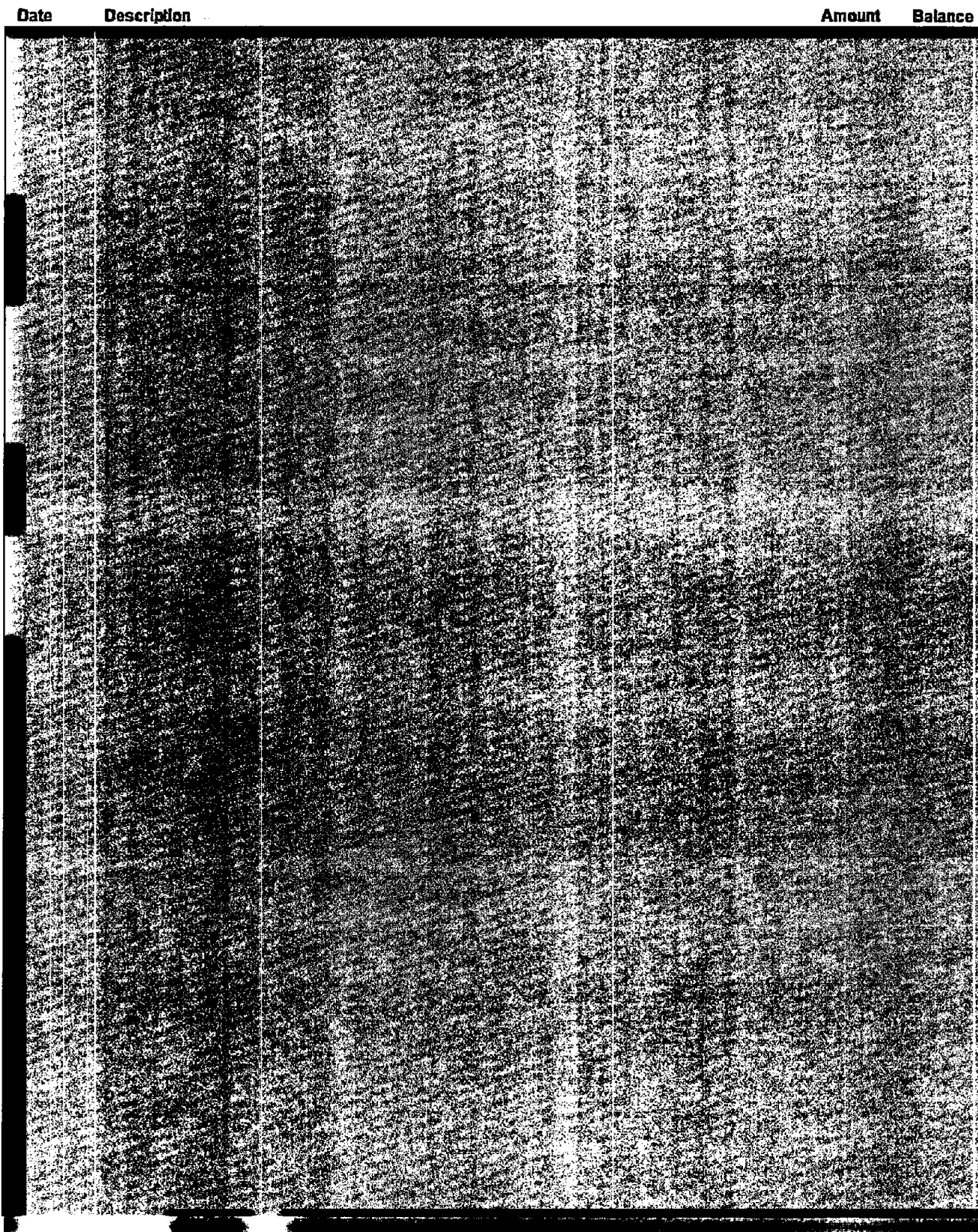
The image is a high-contrast, black and white photograph of a textured surface, likely the cover or endpaper of an old book. The texture is grainy and uneven, with a mix of dark and light areas. Several vertical lines are visible, suggesting the binding or stitching of the book. The overall appearance is aged and worn.



Date	Description	Amount	Balance

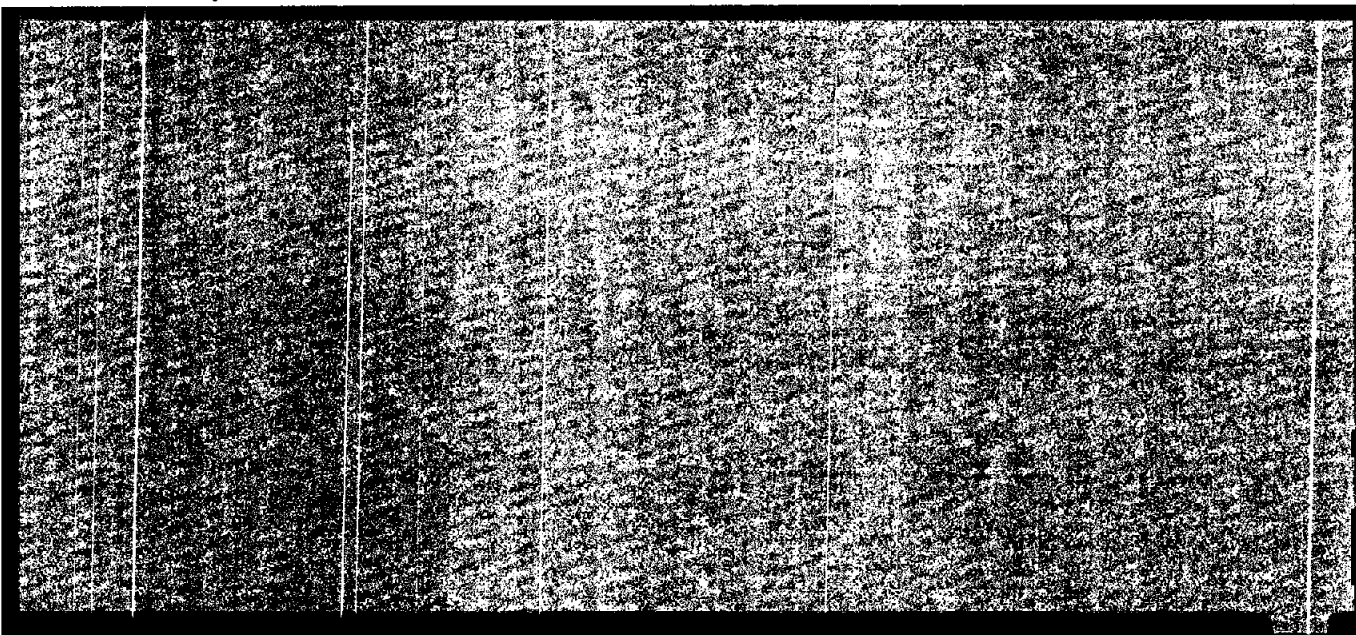
06/11/2016	POS PURCH - 8111 PREFERRED LAW, P UT 801-913-5504 PREFERRED LAW PLLC US	\$ -325.00	
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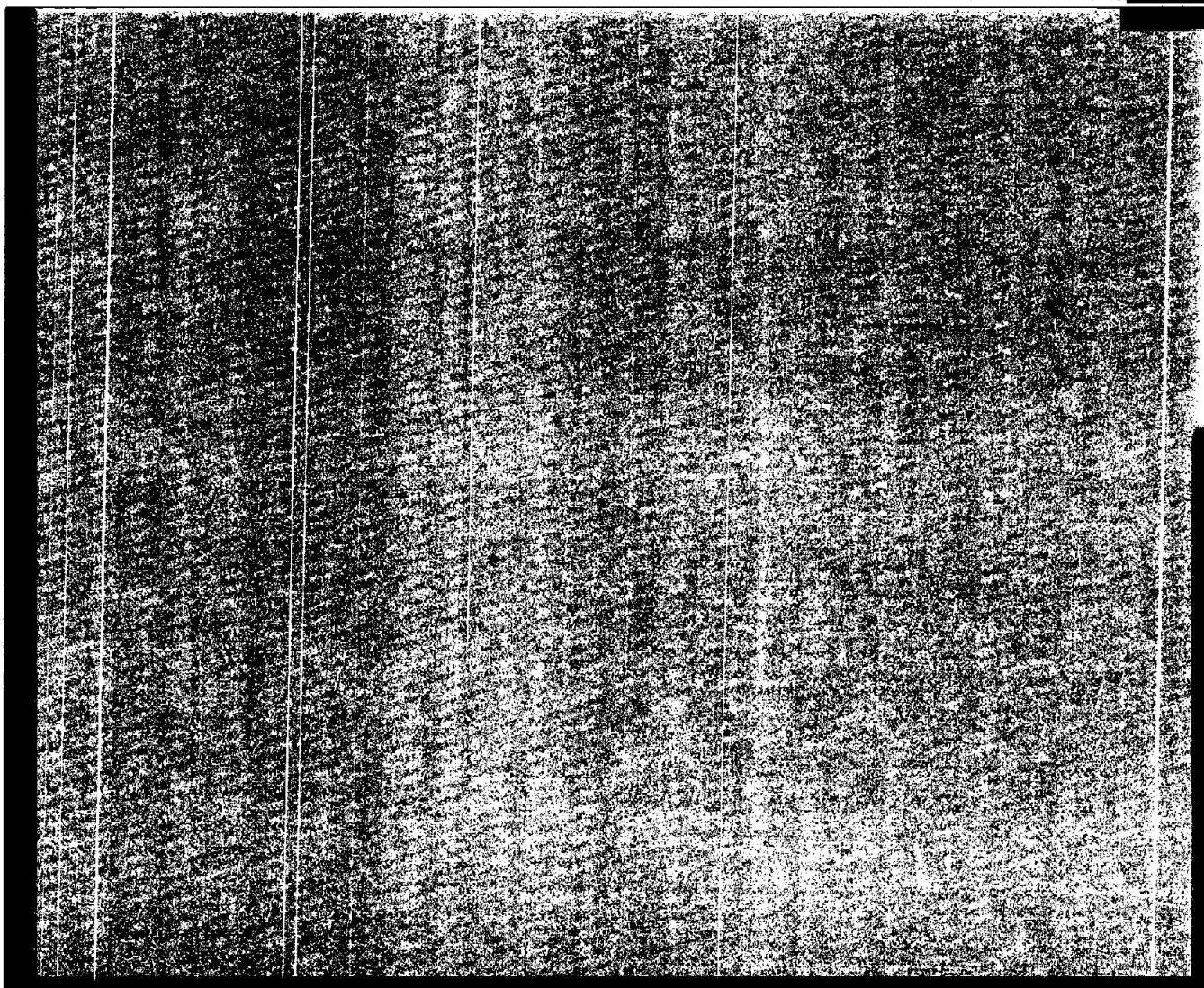
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Date	Description	Amount	Balance
			

Carolina Federal Credit Union  
Customer Service: 1-800-378-1955



Date	Description	Amount	Balance
			
05/31/2016	408 - POS - 403 - POS WD	\$ -325.00	

			
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# ATTACHMENT C



**HIGH PERFORMANCE LAW™**

Foreclosure Department  
Phone: 910-884-3068  
Fax: 910-884-0562  
HutchensLawFirm.com

Offices In:  
Fayetteville, Charlotte, Wilmington, NC | Columbia, SC  
4317 Ramsey Street  
Fayetteville, NC 28311

P.O. Box 1028  
Fayetteville, NC 28302

November 23, 2016

Firm Case No: 1188929 (FC.FAY)

Occupant(s)

[REDACTED] NC [REDACTED]

RE: Jason W. Jones  
Property Address: [REDACTED]

NC [REDACTED]

Dear Sir or Madam:

It has come to our attention that you or your company may have interest in the above-referenced property.

A foreclosure proceeding has been instituted against the subject property. The sale is scheduled to take place on December 21, 2016.

A copy of the Notice of Sale is enclosed and the sale will be conducted in accordance with the terms set forth in said notice and as announced at the time and place of sale.

If you need any additional information about this foreclosure, please do not hesitate to contact this office.

Sincerely,

HUTCHENS LAW FIRM

# ATTACHMENT D





Jason Jones [REDACTED]

**JASON JONES**

9 messages

Jason Jones [REDACTED]

Mon, Dec 19, 2016 at 10:05 AM

To: Brianne Whitmire <bwhitmire@preferredlawteam.com>, Brianne Whitmire <bwhitmire@consumerdefense.com>, Alli Parkinson <aparkinson@preferredlawteam.com>

I have send several emails stating to Preferred Law that my home is going to be in 2 days and I havent hard nothing from anyone in that office. I also called Selene and found out they have been sending Preferred Law documents asking for certain items to complete my package, I have only heard from you asking for most recent paystubs and that was 2 weeks ago. But this is what amazed me to find out my denial letter that was sent to preferred laws office was on 8/16/16 and my case was closed on 9/16/16. I have heard nothing from anyone so what was the plan just take my money and have my house sold out from under me because its not your problem and your several states away. Well I hold Preferred Law 100% accountable for this and I promise the proper steps have been taken against this office. I really hope that your office does something about this. I hired you for a service and all i have gotten is the same result as if i never hired you at all. I was told not to make a payment to Selene until the modification was complete You all have put me so far behind i cant catch up so Preferred Law will do this for me Selene Finance needs to receive \$10,400.00 today that equals the money that you stole from me and the mortgages that I was told Not to make. It is in you best intrest to make this right I just have one question how can you all sleep at night after looking at the BBB website I am not the only one yall have screwed out of money. I will be visiting Utah real soon and I will come by to have a face to face visit with the parties involved. Also Utah State Bar has all the paperwork and emails ever sent and received so i have proof to Preferred. I am also wanting a full refund of all payments since may of 2016 to Nov 2016 I need this by the end of the day today in my bank account. I will be using a different firm to handle things from this point on and we are also looking into Fraud charges to be issued toward you since you received the denial letter for incomplete package and never notified me back in September. I trusted this firm to provide the service I paid for but it turns out that this firm only cares about the money I just wonder if anyone has the least bit of guilt knowing myhome is being sold in two days and right here at Christmas Time. I really hope the victims that Preferred Law has made really get to see Mr. Karma when it comes to get you all. Keep a lookout on the web cause I will Make it my mission that this firm steals and screws nobody else trust me when I say that.

—  
**JASON JONES**  
**BICSI CERTIFIED TECHNICIAN**

Alli Parkinson &lt;aparkinson@consumerdefense.com&gt;

Mon, Dec 19, 2016 at 10:11 AM

To: Jason Jones [REDACTED]

I cannot handle anything with refunds - that is done by the audit department. I will forward your request to them, but would also advise you reach out to them directly. They can be called at 888-980-7317 ext 238, or can be emailed at auditdept@preferredlawteam.com.

[Quoted text hidden]

—  
 --Thanks

Alli Parkinson  
 Billing  
 Consumer Defense & AHLC  
 801-938-8068  
 Hours of operation Monday-Friday 8:00-4:00 (MST)

Jason Jones [REDACTED]  
To: Alli Parkinson <aparkinson@consumerdefense.com>

Thu, Dec 29, 2016 at 11:14 AM

I can't seem to get the audit dept to return my call I have contacted the Attorney General office and the Federal Trade Commission about this situation and it seems that acriminal act has been committed as in violation of the MARS Rule I will show you the evidence I have against you with the link below

<http://www.montanarealtors.org/highlights-of-the-mortgage-assistance-relief-services-mars-rule>

Also I was sent the scammer Law  
<https://www.consumer.ftc.gov/articles/0100-mortgage-relief-scams>  
Jason Jones  
BICSI Certified Technician

[Quoted text hidden]

---

Alli Parkinson <aparkinson@consumerdefense.com>  
To: Jason Jones [REDACTED]

Thu, Dec 29, 2016 at 11:23 AM

I'm not sure what you're wanting me to do, Jason. I am not part of the audit department, nor am I even in the same building as them. Have you tried emailing them?

[Quoted text hidden]

---

Jason Jones [REDACTED]  
To: Alli Parkinson <aparkinson@consumerdefense.com>

Thu, Dec 29, 2016 at 11:30 AM

However I made the payments to you and only you not knowing it was against the law for any payments to be made before I was approved for modification as it clearly states in the link that the Federal Trade Commission sent me

Jason Jones  
BICSI Certified Technician

[Quoted text hidden]

---

Alli Parkinson <aparkinson@consumerdefense.com>  
To: Jason Jones [REDACTED]

Thu, Dec 29, 2016 at 11:35 AM

You were not paying for modification. You were paying for the services of Preferred Law, as listed in your service retainer. And while I do handle payments being made, that is all I handle; accounts receivable. Anything outside of that is not in my purview. I cannot assist you with a refund. You need to contact the audit department.

[Quoted text hidden]

---

Jason Jones [REDACTED]  
To: Alli Parkinson <aparkinson@consumerdefense.com>

Thu, Dec 29, 2016 at 3:27 PM

Service fro Preferred Law to represent me in a home modification  
Anyways as you may see it that way Federal Trade and Attorney Generals office agrees with me can you please have the audit dept call me they have even blocked my email address very professional good thing I'm smarter than the average guy and have several email address so I have the proof required by the courts to show they were received all I want is my money back then it's over not meaning to be mean but I'm not giving up or going away until I get back what was taken from me

Jason Jones  
BICSI Certified Technician



## **EXHIBIT 8**

### **DECLARATION OF RICHARD LATIMER**

**DECLARATION OF RICHARD LATIMER  
PURSUANT TO 28 U.S.C. §1746**

I, Richard Latimer, hereby state that I have personal knowledge of the facts as set forth below. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Ravenna, Ohio.
2. I heard about Preferred Law in 2013 through an advertisement on XM Radio. I heard the advertisement on three different channels. It said that if you were facing foreclosure or were behind on your payments, Preferred Law could help. The advertisement also said that Preferred Law was the only company with a money-back guarantee.
3. I was facing foreclosure and my house was underwater, so I decided to contact Preferred Law. I spoke with an employee named Graham Saxon and told him my story. Graham told me that Preferred Law would serve as mediators between my bank and me in order to obtain a modification. He said that a modification was guaranteed, and that the balance of my loan would also be reduced. In some cases, Graham said, Preferred Law's clients could get their loan balance reduced by 75%. Graham also said that I should stop making payments on my mortgage while Preferred Law was in mediation with the bank because it would be a waste of money to pay my old mortgage rates given that I was going to be able to obtain a modification. At the time, my interest rate was around 6% and Graham guaranteed that Preferred Law would be able to lower it to 2-3%. Graham also told me that Bank of America, my loan servicer, was a terrible lender. He said that Preferred Law was the only company that was able to have success with them and that that one of his colleagues used to work for Bank of America so Preferred Law understood how they

operated. After I spoke with Graham, he emailed me some documents so that I could apply.

4. Graham told me that I would make six payments of \$650 at which point I would enter into a modification and begin paying my lender the new, lower payment. Graham also told me that the process would take approximately three to eight months and I would have to send Preferred Law an initial payment of approximately \$800 to get them started on my case.
5. Preferred Law sent me a contract to sign and requested a lot of documents, including a third-party authorization form, a hardship letter, a 4506T form, a Dodd-Frank form, and copies of my paystubs, bank statements, and 2010-2011 taxes. I sent Preferred Law my first payment. True and correct redacted copies of Preferred Law's Fee and Representation Agreement, Explanation of Retainer Agreement Fees, Borrower's Authorization Form, Payment Form, and an invoice are attached to this declaration as **Attachment A**.
6. After I signed up with Preferred Law, their representatives told me I should not speak to Bank of America because Preferred Law was supposed to act as my go-between with the bank. I had signed a form that authorized Preferred Law to speak with Bank of America. I expected Preferred Law to send that form to Bank of America so that the bank would contact Preferred Law instead of me in the future.
7. After I submitted documents to Preferred Law, their representatives sent me a guarantee letter. The letter said that I was guaranteed a mortgage modification provided I met certain conditions, including that I made all payments to Preferred Law, that the

information I provided was accurate, and that my circumstances did not change. A true and correct copy of a guarantee letter is attached to this declaration as **Attachment B**.

8. I was assigned to many different employees during my time with Preferred Law. Initially, my case was with Candace Davies. Then, my file was transferred to Teresa Johnson. I worked with both Candace and Teresa for a while. After that, I worked with an employee named Brianne Whitmire. Towards the end of my time with Preferred Law, I worked directly the general manager, Bobbi Collins, and then Verneita Clark. I also worked with Shannon Martinez. I tried to speak with the president, Jonathan Hanley but I was never able to get him on the phone. The Preferred Law employees told me that Jonathan Hanley was an attorney, but later I did some research and found out that he had no attorney credentials. In fact, all of employees I worked with at Preferred Law stated they were attorneys, and I only later discovered they were paralegals when I received documents that included their paralegal titles with their signatures.
9. After I signed up with Preferred Law, Bank of America continued to contact me a couple of times. When the bank's representatives called me, I gave them Preferred Law's phone number and directed them to talk to the employees there.
10. Over the course of my time with Preferred Law, the company gave me various excuses about why it was taking so long to obtain a modification. For instance, I was told that Bank of America was difficult to get ahold of or that there was a personnel change at Bank of America. The Preferred Law employees would even tell me the names of Bank of America employees they worked with.
11. About four or five months after signing up for Preferred Law's services, I received a letter from Bank of America stating that my home was going to enter into foreclosure.

This is when I realized something was seriously wrong and I contacted Preferred Law to see what happened. Preferred Law claimed that it had gotten in touch with Bank of America to work out my modification. However, when I followed up with Bank of America, the representative I spoke with said that Bank of America had never heard from or received any documentation from Preferred Law. The Bank of America representative also said there were no bank employees whose names matched those given to me by Preferred Law. I called Preferred Law with this information, and Preferred Law conceded that it hadn't contacted Bank of America directly on the phone but came back to me with faxes it claimed it sent to the bank. However, this was just a cover sheet and the date of the fax is after I spoke with Bank of America and after I complained to Preferred Law. A true and correct redacted copy of a cover sheet of one of these faxes is attached to this declaration as **Attachment C**.

12. Preferred Law eventually sent documents to Bank of America but this was only after I followed up with Preferred Law many times and complained that Preferred Law hadn't contacted Bank of America. At that point, it was also too late because my home was going to enter into foreclosure.
13. After paying Preferred Law approximately \$4000 for almost one year, I decided to ask for a refund. Preferred Law required me to submit an audit request form in order to request a refund. A true and correct redacted copy of an Audit Request Form is attached to this declaration as **Attachment D**.
14. I spoke with Bobbi Collins, who was very unpleasant to me and seemed upset that I had talked to Bank of America. Preferred Law initially offered me only \$200 as a refund. I told Preferred Law that it had promised me a money-back guarantee multiple times. At



this point, Preferred Law agreed to refund me \$1000. In or around 2014, Preferred Law sent me a check for \$1000. True and correct redacted copies of my correspondence with Preferred Law requesting a refund, Preferred Law's Refund and Release Agreement, and my bank statement showing an \$1,000 refund are attached to this declaration as **Attachment E.**

15. I have had no contact with Preferred Law since I received a partial refund. I ultimately had to hire an attorney so that Bank of America wouldn't foreclose on my home. By December 2014, my attorney worked out a modification in which Bank of America added all of the late payments onto the back of my loan. My mortgage is still underwater. I am currently making payments but working with Preferred Law has put me two years behind on my payments. The only thing Preferred Law did for me was create more debt that I do not think I will ever be able to pay off.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13<sup>th</sup> day of MARCH, 2017.

  
Richard Latimer

# ATTACHMENT A



# Fax

**TO:** Shannon Martinez

**From:** Rick Latimer

**Fax:** 888 541 7445

**Pages:**

**Phone:**

**Date:**

**Re:**

**cc:**

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

Rick Latimer





Preferred Law, PLLC  
Law Office

April 24, 2013

Richard Latimer

Re: Fee and Representation Agreement

Dear Richard:

Thank you for choosing the law firm of Preferred Law, PLLC to assist you in protecting your homeowner rights pursuant to certain federal statutes and programs. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing federal homeowner relief services. Please read this representation agreement (the "Agreement") carefully as this Agreement constitutes a binding contract.

This Agreement is entered into between the law firm of Preferred Law, PLLC ("Preferred Law") and the following borrower and co-borrower:

	Borrower	Co-Borrower
Name	<u>Richard Latimer</u>	_____
Address		_____
City, State, Zip		_____
Phone Number		_____
E-mail		_____

IN CONSIDERATION of the promises and covenants of the parties to this Agreement, the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") and Preferred Law hereby agree as follows:

- Services and Fees – Federal Services Only.** Borrower hereby appoints Preferred Law as Borrower's agent to analyze his or her case, prepare documents, and speak with the Borrower's lender or other person/entity servicing Borrower's account as provided in this Agreement. The services and fees are set out in detail in Addendum A of this Agreement, which is incorporated herein. Borrower AGREES to the services and fees identified in Addendum A. All fees will be charged monthly but will never exceed the amount chargeable for work that has already been completed by Preferred Law.

All state related matters related to Borrower's case, if any, will be immediately forwarded, with Borrower's permission, to local counsel and will not be governed by the terms of this Agreement. Borrower acknowledges and agrees that Preferred Law only analyzes, consults, and determines Borrower's federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair

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Retainer Agreement

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Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth in Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include the drafting of any necessary Qualified Written Request pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code, and the subsequent analysis and review of all documentation supplied by the lender.

PREFERRED LAW ONLY REPRESENTS THE BORROWER WITH RESPECT TO HIS OR HER FEDERAL RIGHTS. IN ACCORDANCE WITH STATE AND FEDERAL LAW, PREFERRED LAW DOES NOT PERFORM THE FOLLOWING SERVICES: FORECLOSURE RESCUE AND PREVENTION SERVICES, LOSS MITIGATION SERVICES, FORECLOSURE CONSULTATION, LOAN MODIFICATION ASSISTANCE, MORTGAGE LOAN ORIGINATION AND SERVICING, MORTGAGE ASSISTANCE RELIEF SERVICE, DEBT NEGOTIATION OR ADJUSTMENT, OR OTHER STATE RELATED RELIEF. PREFERRED LAW IS NOT ASSOCIATED WITH THE GOVERNMENT AND OUR SERVICES HAVE NOT BEEN APPROVED BY BORROWER'S LENDER. ALL MORTGAGE ASSISTANCE RELIEF SERVICES ARE DIRECTED TO MODIFICATION REVIEW BOARD, LLC OR AN ALTERNATIVE COMPETENT MORTGAGE ASSISTANCE RELIEF SERVICE IN ACCORDANCE WITH 16 C.F.R. PART 322 WHICH SHALL NOT BE GOVERNED BY THE TERMS OF THIS AGREEMENT. BORROWER AGREES TO PREFERRED LAW'S COOPERATION WITH MODIFICATION REVIEW BOARD, LLC OR LOCAL COUNSEL ON BEHALF OF BORROWER. BORROWER ACKNOWLEDGES THAT MODIFICATION REVIEW BOARD, LLC AND PREFERRED LAW ARE ENTIRELY SEPARATE ENTITIES.

2. **Limited Scope of this Agreement in Predatory Lending Demand Letter Cases.** Where Preferred Law has agreed that there is a basis for submitting a verified complaint and demand letter pursuant to federal law, Preferred Law agrees that this Agreement shall include specific follow-up negotiations that are precipitated by the demand letter. However, the commencement of actual litigation in the form of a court or arbitration filing of the complaint and service on the defendant is NOT covered by this Agreement and will be handled through local counsel. Preferred Law litigation attorneys are licensed to litigate in the States of Utah and Texas, but may work with co-counsel in other states in which affiliated attorneys are present. Borrower understands and agrees that co-counsel, if any is required, may charge fees to Borrower in addition to Preferred Law, particularly if any litigation or state-matter representation is required.
3. **Borrower's Obligations.** Borrower AGREES to the following:
  - a. Borrower shall immediately notify Preferred Law if Borrower receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s). Although Borrower is free to communicate with his or her lender at all times, Borrower should direct any and all communications from his or her lender to Preferred Law. Borrower hereby certifies that he or she does not have a sale date, except as set forth previously in this Agreement.

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- b. Borrower shall provide Preferred Law with accurate and current financial information and financial history as requested by Preferred Law and shall cooperate with ongoing requests. Borrower agrees to submit the completed Preferred Law financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Borrower and Preferred Law).
- c. Borrower shall make all payments in accordance with the payment schedule identified in Addendum A. Borrower acknowledges that any rejected or delayed payments will result in a fee payable to Preferred Law in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. No payment rescheduling shall be authorized within 5 days before the payment date. Borrower agrees to pay a late fee of \$50 for each payment not received within 30 days from the due date of the payment.
- d. Borrower agrees that should Borrower use a credit card to pay for Preferred Law's services, BORROWER AGREES NOT TO CHARGEBACK THE CARD for any reason. Borrower agrees that Preferred Law makes NO GUARANTEE. In the event that Borrower breaches this provision and chargebacks his or her credit card, Borrower agrees that liquidated damages of \$250 shall be applied to Borrower's account in addition to all other remedies provided in this Agreement and under Utah law.

Failure to meet any of these obligations may negatively affect the outcome of this representation. Preferred Law may attempt to provide the services set forth under this Agreement even if Borrower has failed to meet the obligations set forth above. Borrower agrees that he or she solely bears the responsibility for providing accurate and timely information and documents as set forth above.

- 4. **Withdrawal from Representation.** Preferred Law reserves the right to IMMEDIATELY withdraw from representation or place Borrower's file on hold if, among other things, Borrower fails to honor the terms of this Agreement, including non-payment or untimely payment to Preferred Law and/or court filing fees; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing representation unlawful or unethical. Upon withdrawal, Preferred Law shall be entitled to any and all fees earned to that point, including fees necessary to close Borrower's account, and shall return any and all unearned fees to Borrower.
- 5. **Confidentiality.** Borrower agrees to not disclose to third parties, other than Borrower's attorney(s) or financial advisor(s), any information obtained from Preferred Law, including the forms used in this transaction or other proprietary information obtained from Preferred Law in the course of receiving service from Preferred Law.
- 6. **Limited Legal Advice.** Borrower does not anticipate, and does not hereby authorize, Preferred Law to represent Borrower in any litigation, lawsuit or other court proceeding, or to provide any tax advice unless otherwise agreed to in a separate agreement. Unless otherwise agreed to in writing and signed by the parties, Preferred Law will *not* be assisting, representing, or forming an attorney-client relationship with Borrower in any manner or capacity *except* with respect to those federal matters discussed above. This

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Agreement does NOT cover other related claims that may arise and may require legal services (e.g., lender lawsuits, insurance disputes, collection defense, tax advice, bankruptcy, etc.). Non-attorney representatives of Preferred Law, including agents who communicate with Borrower are not authorized to give legal advice, whether relating to bankruptcy or other legal issues.

7. **No Guarantee of Success.** Borrower understands that Preferred Law does NOT GUARANTEE that a foreclosure sale will be stopped or that Preferred Law will help Borrower reach a desirable outcome. Borrower understands and agrees that representation by Preferred Law will not necessarily result in stopping the foreclosure sale. Borrower acknowledges that Preferred Law has made no promises about the outcome and that any opinion offered by Preferred Law will not constitute a guaranty.
8. **Limitation of Liability.** Borrower and Preferred Law agree that any claim for damages by Borrower against Preferred Law for any reason shall be strictly limited only to the FEE paid by Borrower to Preferred Law pursuant to this Agreement. Preferred Law makes NO WARRANTY, express or implied, except as expressly stated in this Agreement. Borrower hereby expressly waives all warranties, express or implied, except as expressly stated in this Agreement. Borrower also expressly waives any right to claim damages against Preferred Law, whether consequential or incidental, except for damages not exceeding the FEE actually paid by Borrower. Borrower expressly acknowledges Preferred Law has made no such promises or guarantees of results. BORROWER ACKNOWLEDGES THAT HE OR SHE HAS HAD ADEQUATE TIME TO SEEK INDEPENDENT COUNSEL AND IS NOW CURRENTLY REPRESENTED IN MAKING THIS AGREEMENT IN LIMITING PREFERRED LAW'S POTENTIAL MALPRACTICE AND OTHER LIABILITY TO BORROWER.
9. **Paperless Documents, E-mail, and Signatures.** Preferred Law is committed to reducing waste and as such, conducts significant business via electronic, paperless means. Therefore, the parties mutually understand and agree that signature of a facsimile copy and electronic signature shall be deemed authentic and original for all lawfully enforceable purposes. Further, Borrower agrees to receive any and all correspondence and communications from Preferred Law via e-mail and grants Preferred Law authority to sign, electronically or otherwise, routine documents that relate to the scope of representation on Borrower's behalf. Borrower AGREES that Preferred Law, including its attorneys, agents, representatives, and employees, may communicate with Borrower or send information to Borrower via e-mail. Borrower acknowledges any and all risks inherent with electronic communications and releases, discharges, acquits and forgives Preferred Law, including its attorneys, agents, representatives, and employees, from any and all claims, actions, suits, and demands due to disclosure or theft of Borrower's Identify or Information.
10. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
11. **Indemnity.** So far as permitted under law, Borrower agrees to indemnify and hold Preferred Law harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Borrower's lender arrangement, or the services provided by Preferred Law for Borrower pursuant to this Agreement.

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12. **Interpretation/Applicable Law/Venue.** This Agreement is made in Salt Lake County, Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.
13. **Collection.** Notwithstanding any other Section of this Agreement, should Borrower fail in any manner to timely pay Preferred Law for its services as described in this Agreement and Addendum A, Borrower AGREES to pay any and all attorney's fees and costs, incurred by Preferred Law or any other authorized collection entity in collecting the same. Borrower AGREES that Preferred Law or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Borrower to Preferred Law, including information obtained from Borrower's lender(s), financial institution(s), family, etc., in pursuing collection against Borrower.
14. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
15. **Small Claims Court and Arbitration.** Excluding collection proceedings against Borrower as described in Section 13 above, any and all disputes between the parties, including malpractice claims, shall be resolved by submission to and litigation in the SMALL CLAIMS DIVISION OF THE SALT LAKE COUNTY JUSTICE COURT OF UTAH. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the Salt Lake County Justice Court of Utah, then the dispute shall be resolved by binding arbitration in Salt Lake City, Utah, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Borrower as described in Section 13 above, the prevailing party shall be awarded attorney's fees and costs as set by the court or arbitrator but in no manner shall such amount exceed \$2,000 total.

EXCLUDING MATTERS SUBJECT TO THE JURISDICTION OF THE SMALL CLAIMS DIVISION OF THE SALT LAKE COUNTY JUSTICE COURT DESCRIBED ABOVE, BORROWER AGREES TO HAVE ANY AND ALL DISPUTES ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT, INCLUDING MALPRACTICE CLAIMS, DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH LAW AND BORROWER IS GIVING UP ANY RIGHT BORROWER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, JURY TRIAL, OR BY CLASS ACTION. IF BORROWER REFUSES TO SUBMIT TO ARBITRATION, BORROWER MAY BE COMPELLED TO ARBITRATE UNDER UTAH LAW AND PREFERRED LAW SHALL BE AWARDED ALL ATTORNEY'S FEES AND COSTS IN COMPELLING THE SAME NOTWITHSTANDING ANY OTHER PROVISION. BORROWER HAS READ AND UNDERSTANDS THE FOREGOING SECTION AND HEREBY AGREES TO ITS TERMS.

16. **Legal Representation.** Borrower acknowledges and represents that he or she has had reasonable opportunity to seek independent legal counsel and is currently represented by independent counsel in signing this Agreement.

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Retainer Agreement





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**17. Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. By signing below, Borrower is AGREEING to all of the Phases identified in Addendum A. Borrower may agree to additional phases of work through execution of additional addendums.

**Notice to Borrower.** It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from Borrower's mortgage lender or servicer. Borrower may call his or her lender directly to ask for a change in loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from a local HUD office or by visiting [www.hud.gov](http://www.hud.gov). Preferred Law is not associated with the government, and our services have not been approved by the government or Borrower's lender. Borrower's lender may not agree to change Borrower's loan; and if Borrower stops paying the mortgage, Borrower could lose Borrower's home and damage Borrower's credit rating.

I (We), the borrower(s) and homeowner(s), affirm that I (we) have received, read, and understand the foregoing agreement, and AGREE to the terms thereof.

**Borrower:**

Date: 5/1/2013

Sign here ►

Richard

Client Name:

Pick Latimer

**Co-Borrower:**

Date: \_\_\_\_\_

Sign here ►

Client Name: \_\_\_\_\_

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## Addendum A (Addendum to "Limited Services Agreement")

The federal legal services provided by Preferred Law, PLLC ("Preferred Law") are roughly divided into four phases and the principal fees for those services are due upon completion of each phase. No upfront fees are required. The payment arrangement may be broken into multiple payments depending on circumstances as agreed to by Preferred Law in writing. Funds paid to Preferred Law may in its discretion be disbursed immediately or be held in a trust account governed by Utah law until such fees are earned by and disbursed to Preferred Law as described below.

### Phases and Estimated Value of Services

#### **Phase 1 – Preliminary Legal Review; File Underwriting**

Initial consultation and review. Preliminary federal legal review of the file. Initial attorney review. Attorney or paralegal phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible federal predatory lending issues and review of forensic audit if applicable. Borrower financial review. Submission of Borrower's documentation and information to a Mortgage Assistance Relief Service (i.e., American Home Loan Counselors, a nonprofit corporation, Modification Review Board, LLC, HUD Approved Housing Counseling Agencies, or local counsel) for submittal and/or escalation.

Estimated Value of Service      **\$974**

#### **Phase 2 – Application and Processing Assistance**

If necessary, submittal of cease and desist letter, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Preferred Law attorney for federal eligibility and compliance. Attorney review for alternative federal legal options. Cooperation with Mortgage Assistance Relief Service, if any, for processing of Borrower's application.

Estimated Value of Service      **\$974**

#### **Phase 3 – Verification and Supplemental Submissions**

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to

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Addendum A

PREFERRED LAW, PLLC • 8180 S 700 E STE 110 • SANDY, UT 84070  
Phone: (801) 386-5100 • Fax: (888) 224-6524 • [www.preferredlawteam.com](http://www.preferredlawteam.com)



Preferred Law, PLLC  
Law Office

federal law. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated with Mortgage Assistance Relief Service. Review of Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Estimated Value of Service \$974

**Phase 4 –Tender of Demand Letter with Verified Complaint**

Review and analysis of the documentation provided through Qualified Written Request. Collecting and submitting additional or updated information. If Preferred Law has agreed to take the matter on as a preliminary federal predatory lending case, research and prepare a verified predatory lending complaint and cover demand letter through local counsel as necessary. Tender of the verified complaint and demand letter and specific follow on negotiations as limited and set forth in the "Limited Services Agreement."

Estimated Value of Service \$974

- A. Notice Regarding Compliance with Applicable State Law. By signing this agreement, Borrower is agreeing to pay the above fees upon completion of service. No advance fee is required. Borrower must provide a completed Payment Form (Included herein); however payment shall be due or processed in accordance with the dates on the Payment Form.
- B. Purpose of Fees. Borrower acknowledges, understands, and agrees that Preferred Law will use the aforementioned fees and costs for legal services rendered by Preferred Law and such fees will not be used to pay Borrower's escrow or mortgage payment or for other purposes. Preferred Law's fees are separate from those of the Mortgage Assistance Relief Service and local counsel.
- C. Limited Availability of Refund. The aforementioned fees are due only after the agreed upon work has been completed or the associated costs or expenses have been incurred and are not advance fees. Fees charged are not in any way predicated upon success of Preferred Law's services. Preferred Law believes in earning fees through persistent efforts and work performed, before billing Borrower for that work. In many cases, success of Preferred Law on behalf of borrower depends on the actions and decisions of third parties and may be outside of the control of Preferred Law. Additionally, programs and financial institutions may frequently change policies without notice. A refund will not be available in cases where duplicative efforts and/or increased time and resources are required.
- D. Payment Dates are Approximate. The payment dates listed on the Payment Information Form and within this Agreement are approximate. Actual payments generally will usually be charged within three business days of the date listed. This allows for delays due to unavailability of funds, holidays, weekends

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Addendum A

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Preferred Law, PLLC  
Law Office

and unanticipated technical issues. Please ensure that funds are available for the scheduled payment well in advance (at least 3 days) of the payment date(s) listed and remain available after that date. Please also refer to the NSF and Payment Chargeback sections contained in the Payment Information Form and this Agreement for more information.

- E. Document and Preparation Fees. Borrower is responsible for payment of document and preparation fees for each calendar month in which work is performed by Preferred Law. This fee covers the monthly expenses and costs such as facsimiles, photocopies, courier fees, mailing costs, long-distance telephone calls, file maintenance and other miscellaneous document and preparation costs associated with ongoing loss mitigation efforts on Borrower's behalf. In most cases, a loan work-out has been agreed to within the first five months of representation under this agreement. However, work may, due to third party delays, continue past that time period due to circumstances beyond the control of Preferred Law. In such cases, the document and preparation fees are increased to reflect increased expenses associated with the maintenance of long-term representation.

If necessary, the document and preparation fees (after payment of the phases above) will be \$297 monthly beginning after the end of the payment schedule date of this Agreement.

I hereby acknowledge that I have read and understand all of the terms and conditions set forth in this agreement/addendum and do agree to them.

Borrower:

Date: 5/1/2013

Sign here ►

Pick Latimer

Client Name:

Pick Latimer

Co-Borrower:

Date: \_\_\_\_\_

Sign here ►

\_\_\_\_\_

Client Name:

\_\_\_\_\_

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Addendum A

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PX08 - 16



**EXPLANATION OF RETAINER AGREEMENT FEES**

Under Utah Law we are required to disclose the cost of services.

The Modification is broken down into 4 phases, as described in your Welcome Letter.

You will notice that the cost of each phase is \$974.00. HOWEVER, These are not additional fees. Your payment for these phases is determined by your payment form that you signed with your advisor.

If you have questions, please feel free to contact me at 801-386-5100 ext 202

**Shannon Martinez**

Paralegal

Preferred Law, PLLC

**Borrower(s) Authorization**

Date 4/17/2013  
 To BANK of America  
 (Name of Lender)

Mortgage Account Number: 

The undersigned borrower(s) do hereby appoint Preferred Law, PLLC, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

(Address of Property)  
 (City, State, Zip)



As necessary to carry out the above, Preferred Law, PLLC, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Preferred Law, PLLC to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Rock Latimer  
 Signature

Rock Latimer  
 Printed Name

  
 Social Security Number

  
 Date of Birth

Co-Borrower:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Social Security Number

\_\_\_\_\_  
 Date of Birth

Please be advised the following individuals are authorized REPRESENTATIVES of Preferred Law, PLLC that can be reached at (801) 386-5100: Benjamin Horton, Attorney•Jonathan Hanley•Sandra Hanley•Shannon Martinez•Bobbi Collins•Tyla Carroll•Rebecca Peace •Jake Snyder•Fernando Moncayo•Amparo Moncayo •Grant Canfield•Jenna Adam•Gabriel Sanchez •Dave Matute•Stephanie Sala •Candice Davies•Crystal Colmenero•Karla Renteria•Alisha Cisneros

1 | Page  
 Authorization



## Payment Form

**Modification Review Board Advisers Name:**
**Client Information:**

Name: Richard L. Latimer

Phone: [REDACTED] (cell #)

E-mail: [REDACTED]

Physical Address: [REDACTED]

**Billing Information:**

 Name on Card: Rick Latimer

 Card Type: Visa MasterCard, Discover [REDACTED]

Daily Limit on Card: If none write NONE: [REDACTED]

Card Number: [REDACTED]

Expiration: [REDACTED]

Code: [REDACTED]

Billing Address: [REDACTED]

**Payment Schedule:**

	Date	Amount
1		\$650.00
2		\$650.00
3		\$650.00
4		\$650.00
5		\$650.00
6		\$650.00

**Client's Signature:**

 Date: 4/17/2013

Sign here ►

**Additional Fees:** If your payment is declined or return there will be a \$25.00 fee added to your account. Please give a minimal of 48 hours before your payment date is due to reschedule or change any payments as there will be a \$25.00 fee for late requests. Any file with a payment hold will have a \$50.00 fee added to the account to remove the hold.

**Chargeback Policy:** If you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Preferred Law, PLLC does NOT GUARANTEE that we can bring you to a solution that you will necessarily agree with. In the event that you breach this clause and chargeback your credit card, you agree that liquidated damages fee of \$250 shall be applied to your account in addition to all other remedies provided under Utah law.


1 | Page  
Payment Form

Preferred Law  
8180 South 700 East Suite 110  
Sandy, UT 84070

(801)386-5100x200  
shanley@preferredlawteam.com  
http://preferredlawteam.com/



Date	Invoice #
08/01/2013	7601
Due Date	
08/01/2013	

<b>Bill To</b>
Richard Latimer


Amount Due	Enclosed
\$650.00	

Please detach top portion and return with your payment.

Date	Account Summary	Amount
07/01/2013	Balance Forward	\$650.00
07/01/2013	Payment received	-650.00
	New charges (see details below)	650.00
	Total Amount Due	\$650.00

Activity	Amount
	650.00

Hello, this payment will be processed according to the banking information we have on file. If you have any questions, please let me know.

Thank you  
Preferred Law  
Billing Department

Total Of New Charges	\$650.00
Total Amount Due	\$650.00



# **ATTACHMENT B**

## *Modification Review Board*

To:

Modification Review Board, guarantees that a modification will be secured for you conditioned upon the following requirements:

1. All documents needed, will be returned when requested by the deadlines given.
2. There will be no changes to your current circumstances.
3. All information that was given is accurate and complete.
4. All payments are made on time per the Payment Schedule.



**Jonathan Hanley**  
General Manager

# ATTACHMENT C

## **FAX Transmission Status**

**Transmission complete: 2013-11-21 15:39:50 MST7MDT**

**Job ID** 116641806 **Destination** (800)658-0395

**Status** Success **Detail** Success

**Pages** 2 **Xmit Time** 00:00:23

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**PREFERRED LAW**  
8180 South 700 East  
Sandy, UT 84070

### **FAX**

---

**From:** Modification Review Board - Preferred Law, PLLC  
**Return Fax:** (888)224-6524  
**Attention To:** BANK OF AMERICA-Latimer  
**Regarding:** Latimer loan no. [REDACTED]


---

To whom it may concern,

This is a request in writing regarding Richard Latimer; Loan No. [REDACTED]

# ATTACHMENT D



*Richard Latimer*  


Re: Audit Request Form

Dear Sir or Madam:

You are receiving the attached "Audit Request Form" because you have contacted your attorney to request the return of fees paid. In order to evaluate your request we will need to perform an audit of your file with us, your payment account history, and the written agreement between you and our law office. By filling out and returning the attached form, you confirm that you would like us to perform this audit and you also provide us with the information necessary to do so.

**IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:** If the law office is currently conducting ongoing representation for you, this representation will be halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Preferred Law, PLLC before returning the completed form. You agree that Preferred Law, PLLC, including its attorney(s) and representatives, will not be liable for any damages whatsoever related to its halting all work on your file.

Please contact us if you have further questions

Sincerely,

Preferred Law, PLLC

Audit Request Form

PREFERRED LAW, PLLC • 2825 E COTTONWOOD PKWY • STE 500 • SALT LAKE CITY, UT 84121  
Phone: (888) 980-7457 • Fax: (888) 334-7255 • [www.preferredlawteam.com](http://www.preferredlawteam.com)



## AUDIT REQUEST FORM

Please fill out the information below and submit the completed form by either mail or fax as indicated below. Once your form is received, your entire file will be audited after which you will be contacted with the results. We appreciate your business.

**IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:** If the law office is currently conducting ongoing representation for you, this representation will be halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Preferred Law, PLLC before returning the completed form. You agree that Preferred Law, PLLC, including its attorney(s) and representatives, will not be liable for any damages whatsoever related to its halting all work on your file.

Client Name: Richard Latimer  
 Address: [REDACTED]  
 Lender: BANK of America  
 Total Amount Paid to Law Office: \$ 3900.00

Please note that if the payment(s) was drafted directly from your checking account, you must attach a copy of the bank statement(s) verifying that the deduction(s) of those funds from your account.

Reason for your request: Preferred not only was unable to negotiate with the bank but ~~was~~ delayed the process by not sending the requested paper work in a timely fashion. IN Three different instances I left messages and did not receive returned calls. The bank closed my file due to the elongated period for receiving paperwork.

COMPLETE AND RETURN VIA MAIL OR FAX:

Mail: PREFERRED LAW, PLLC  
 2825 E COTTONWOOD PKWY, STE 500  
 SALT LAKE CITY, UT 84121  
 Fax: (888) 334-7255

Date: 2-10-2014

Sign here ►

Client Name:

Richard Latimer  
Richard Latimer

Audit Request Form

PREFERRED LAW, PLLC • 2825 E COTTONWOOD PKWY • STE 500 • SALT LAKE CITY, UT 84121  
 Phone: (888) 980-7457 • Fax: (888) 334-7255 • www.preferredlawteam.com

# ATTACHMENT E



Gmail - status of the request

Page 1 of 4



rick latimer [REDACTED]

---

**status of the request**

10 messages

---

rick latimer [REDACTED]  
To: auditdept@preferredlawteam.com

Thu, Feb 20, 2014 at 12:56 PM

Hello Audit Department,

I would like to check on the status of audit. Could you advise on the status or update?

--

**Best Regards**

**Rick Latimer**



Please consider the environment before printing this e-mail.

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

---

**Audit Department** <auditdept@preferredlawteam.com>

Mon, Feb 24, 2014 at 6:58 PM

To: rick latimer [REDACTED]

Hi Rick,

The audit department, ownership, attorneys, and management are currently working together to complete the audit on your file to make sure you were reviewed for all possible modification options as well as reviewing your reasons for requesting a refund.

We should be in touch with you some time next week to offer some more detailed information about your refund request and how we can proceed.

[Quoted text hidden]

--

**--Thanks**

**--Audit Department  
Preferred Law**

**8180 S 700 E #110  
Sandy UT 84070**

**801.386.5100**

Gmail - status of the request .

Page 2 of 4

**888.224.6524 FAX**

Preferred Law Links That You Can Click On And Open Up:  
Success Stories: <http://preferredlawteam.com/success/>

Confidentiality Notice: This message, including any attachment(s), may contain confidential information protected by law. The information contained herein is for the sole use of the intended recipient(s). If you have received this message in error, please contact the sender at the e-mail address listed above and destroy all copies of the original message, including any attachments. Thank you.

---

rick latimer [REDACTED]  
To: Audit Department <[auditdept@preferredlawteam.com](mailto:auditdept@preferredlawteam.com)>

Sat, Mar 1, 2014 at 8:36 AM

Hello Audit Team,  
can you please provide an update on the audit. Please also see the attached supporting information.

Thanks

Rick Latimer  
[Quoted text hidden]



letter from bank 2 27 2014.jpg  
888K

---

rick latimer [REDACTED]  
Draft To: Audit Department <[auditdept@preferredlawteam.com](mailto:auditdept@preferredlawteam.com)>

Wed, Mar 5, 2014 at 4:16 PM

[Quoted text hidden]

---

Audit Department <[auditdept@preferredlawteam.com](mailto:auditdept@preferredlawteam.com)>  
To: rick latimer [REDACTED]

Wed, Mar 5, 2014 at 7:06 PM

Hi Mr. Latimer,

The audit department is currently reviewing your file to see if a refund can be issued. We did discuss your file today and the supporting documents that you sent on March 1st and have asked for a decision to be rendered on your refund request within the 30day time frame of receiving your audit request forms.

Please allow 30 days for a review to be processed and completed. The audit department will contact you with any updates as soon as they become available.

[Quoted text hidden]

Gmail - status of the request

Page 3 of 4

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**rick latimer** [REDACTED]  
To: Audit Department <auditdept@preferredlawteam.com>

Tue, Mar 11, 2014 at 8:58 AM

Hello Audit Department-

It has been 30 days since the audit request has been submitted. Could you please provide an update. The initial request was submitted on February 11th 2014.

Rick Latimer  
[Quoted text hidden]

---

**Audit Department** <auditdept@preferredlawteam.com>  
To: rick latimer [REDACTED]

Wed, Mar 12, 2014 at 6:34 PM

Hi Mr. Latimer,

I just received a response from Management regarding your refund status. They have agreed to refund \$1000.00. The reason they are not able to offer a full refund is due to the amount of work that was completed on your file. Please let me know if you are accepting the refund at your earliest convenience, so I can send the appropriate paperwork to get the funds released.

[Quoted text hidden]

---

**rick latimer** [REDACTED]  
To: Audit Department <auditdept@preferredlawteam.com>

Fri, Mar 21, 2014 at 12:39 PM

Could you please explain how this calculation was performed? Could you please send the corresponding documentation.

Rick Latimer  
[Quoted text hidden]  
[Quoted text hidden]

---

**rick latimer** [REDACTED]  
To: Audit Department <auditdept@preferredlawteam.com>

Thu, Mar 27, 2014 at 1:31 PM

Hello Audit Department- can you please send me the corresponding documentation.

Thanks

Rick Latimer  
[Quoted text hidden]

---

**Audit Department** <auditdept@preferredlawteam.com>  
To: rick latimer [REDACTED]

Fri, Mar 28, 2014 at 6:45 PM

Richard,

Attached you will find the refund release paperwork. Please sign, date and return this via fax or email. Once received your check will be mailed out in 48 business hours. You will also be provided with a tracking number the day we mail the check. Please let me know if you have any questions.

Gmail - status of the request

Page 4 of 4

Thanks

Preferred Law  
Audit Department  
801.386.5100  
auditdept@preferredlawteam.com  
[Quoted text hidden]

---

 **Richard Latimer unsigned refund release\_new.pdf**  
573K

Bank of America  Mortgages

February 27, 2014

Richard Latimer  


Loan Number: 

Dear Richard Latimer:

**We are no longer reviewing your application for loan assistance because we did not receive the requested documents.**

**Please call 1.800.669.6650 to restart the evaluation.**

Thank you for your interest in exploring loan assistance options. Our records indicate that the documents needed for evaluation that we received were incomplete and/or you did not provide all of the requested documents. On January 15, 2014, we sent you a notice that identified the specific documentation needed for evaluation. As of the date on this letter, we have not received the required documentation or the documents we received were incomplete.

Please be advised that we have not received the requested documents, so we are no longer reviewing your application for loan assistance including the Making Home Affordable programs: Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternatives (HAFA) Program.

**Important information about Foreclosure**

Subject to applicable law and investor requirements, until we have received the documents needed to evaluate your loan, we will continue to collect missing payments and may even proceed to a foreclosure sale. Therefore, you should not ignore any foreclosure notices, you should contact us immediately, and be prepared to take steps to respond to any such notices and protect your interests.

If we receive the documents needed to evaluate your loan less than 37 calendar days before a scheduled foreclosure sale, we may be unable to halt the foreclosure sale. Even if we are able to approve your loan for a foreclosure prevention alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may decline to halt the scheduled sale. Also, if we receive the documents needed to evaluate your loan less than 7 days before a scheduled foreclosure sale date, we will be unable to evaluate your loan or request a postponement of the sale.

If you want to restart your application or if you believe this letter has been sent in error, please call 1.800.669.6650 Monday - Friday 7 a.m. to 12 a.m. and Saturday 8 a.m. to 6 p.m. Eastern as soon as possible.

Gretchen Schunk  
Home Loan Team  
Bank of America, N.A.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for informational purposes only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1.877.430.5434. If you are calling from outside the U.S. please contact us at 1.817.685.6491.

Mortgages funded and administered by an  Equal Housing Lender.  
♻️ Protect your personal information before recycling this document.



March 28, 2014

Richard Latimer  
 [REDACTED]  
 [REDACTED]

Re: Refund and Release Agreement

Dear Richard Latimer;

Thank you for selecting the law firm of Preferred Law, PLLC to assist you in your legal matter of protecting your homeowner rights pursuant to certain federal statutes and programs. We have appreciated you as a customer and client. Although we believe that we competently performed our contractual duties, due to various issues beyond our control we were unable to obtain a satisfactory resolution for you.

Accordingly, this Refund and Release Agreement (the "Agreement") is entered into between the law firm of Preferred Law, PLLC ("Preferred Law"), and such other identified entities below, and the following borrower and co-borrower (if any):

	Borrower	Co-Borrower
Name	Richard Latimer	
Address	[REDACTED]	
City, State, Zip	[REDACTED]	

Refund Amount \$1000.00 one thousand dollars (the "Refund") (Payable to "Borrower")

IN EXCHANGE FOR ISSUING THE ABOVE REFUND for certain amounts paid by the above-named borrower and co-borrower(s) (collectively referred to as "Borrower") to Preferred Law, Borrower and Preferred Law (including such other intended entities identified in Section 1 below) hereby AGREE as follows:

1. **Agreement to Release and Hold Harmless.** In exchange for Issuing the Refund within 30 days from the date first indicated above, payable to the Borrower, and to the fullest extent permitted by law, Borrower hereby forever discharges and AGREES to hold harmless Preferred Law, Modification Review Board, LLC, American Home Loan Counselors, etc., including all of their owners, managers, shareholders, directors, partners, attorneys, officers, employees, assignees, contractors, and successor entities (collectively, the "Releasee") from any and all claims, obligations, causes of action, suits, or liability whatsoever arising out of or related to the services provided by Releasee and in any manner related to Borrower's mortgage(s) and/or home(s), whether such claims be in tort or in contract, whether known or unknown, whether for personal or property damages, loss of home, malpractice, fraud, attorney's fees, court costs, litigation expenses, or any other

1 | Page  
 Refund and Release Agreement



form of damages whatsoever. The consideration or Refund is in full compromise and satisfaction of any possible disputed claims between the parties and is intended to release all liens and extinguish all rights and liabilities concerning such claim. The Refund is not to be construed as admission of liability by any party, or anyone else.

BORROWER ACKNOWLEDGES THAT HE OR SHE HAS HAD ADEQUATE TIME TO SEEK INDEPENDENT COUNSEL AND IS NOW CURRENTLY REPRESENTED IN MAKING THIS AGREEMENT IN LIMITING RELEASEE'S POTENTIAL LEGAL MALPRACTICE AND OTHER LIABILITY TO BORROWER.

2. **Binding.** This Agreement shall be binding on the personal representatives, estates, insurers, successors, and assigns of the parties hereto and shall include for those business entities the discharge of shareholders, members, partners, directors, officers, employees, assignees, and successor businesses.
3. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
4. **Indemnity.** So far as permitted under law, Borrower agrees to indemnify and hold Releasee harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the matters identified herein and such other services provided by Releasee on behalf Borrower.
5. **Interpretation/Applicable Law/Venue.** This Agreement is made in Salt Lake County, Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the arbitration provision below, the parties to this Agreement further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement (or any other matter between the parties) shall be proper only in Salt Lake County, Utah.
6. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
7. **Arbitration.** BORROWER AGREES TO HAVE ANY AND ALL DISPUTES ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT (INCLUDING ALL SERVICES PROVIDED BY RELEASEE) DECIDED BY NEUTRAL ARBITRATION IN SALT LAKE CITY, UTAH AS PROVIDED BY UTAH LAW AND BORROWER IS GIVING UP ANY RIGHT BORROWER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, JURY TRIAL, OR BY CLASS ACTION. IF BORROWER REFUSES TO SUBMIT TO ARBITRATION IN SALT LAKE CITY, UTAH, BORROWER MAY BE COMPELLED TO ARBITRATE AND RELEASEE SHALL BE AWARDED ALL ATTORNEY'S FEES AND COSTS IN COMPELLING THE SAME NOTWITHSTANDING ANY OTHER PROVISION. BORROWER HAS READ AND UNDERSTANDS THE FOREGOING SECTION AND HEREBY AGREES TO ITS TERMS.



8. **Legal Representation.** Borrower acknowledges and represents that he or she has had reasonable opportunity to seek independent legal counsel and is currently represented by independent counsel in signing this Agreement.
9. **Confidential; No Disparagement.** Except as required by an arbitrator or as otherwise required by law, the terms of this Agreement shall forever remain confidential. Borrower agrees to not disparage, malign, condemn, complain against, or abuse Releasee on the Internet or in any other manner whatsoever and to take all reasonable steps necessary to remove any offending materials against Releasee that may exist in any form originating from Borrower. Borrower further agrees to withdraw (or quickly resolve or mitigate to the best of Borrower's ability if withdrawal is unavailable) any of Borrower's consumer or other complaints, suits, and/or other claims against Releasee.

I (We), the borrower(s) (the "Borrower"), affirm that I (we) have received, read, and understand the foregoing agreement, and AGREE to the terms thereof.

**Borrower:**

Date: \_\_\_\_\_

Sign here ► \_\_\_\_\_

Client Name: \_\_\_\_\_

**Co-Borrower:**

Date: \_\_\_\_\_

Sign here ► \_\_\_\_\_

Client Name: \_\_\_\_\_



# Virtual Wallet With Performance Spend Statement

PNC Bank



For the period 03/12/2014 to 04/09/2014

RICK L LATIMER

Number of enclosures: 0

For 24-hour banking, and transaction or interest rate information, sign-on to PNC Bank Online Banking at [pnc.com](http://pnc.com). For customer service call 1-888-PNC-BANK Monday - Friday: 7 AM - 10 PM ET Saturday & Sunday: 8 AM - 5 PM ET Para servicio en español, 1-866-HOLA-PNC

**Moving?** Please contact us at 1-888-PNC-BANK

Write to: Customer Service  
PO Box 609  
Pittsburgh, PA 15230-9738

Visit us at [pnc.com](http://pnc.com)  
TDD terminal: 1-800-531-1848  
For hearing impaired clients only

## Virtual Wallet With Performance Spend Account Summary

Account number:

Overdraft Protection

Overdraft Coverage - Your account is currently **Opted-Out**.

You or your joint owner may revoke your opt-in or opt-out choice at any time.

To learn more about PNC Overdraft Solutions visit us online at [pnc.com/overdraftsolutions](http://pnc.com/overdraftsolutions). Call 1-877-588-3605, visit any branch, or sign on to PNC Online Banking, and select the "Overdraft Solutions" link under the Account Services section to manage both your Overdraft Coverage and Overdraft Protection settings.

## Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
Average monthly balance			Charges and fees

## Transaction Summary

Checks paid/withdrawals	Check Card POS signed transactions	Check Card/Barcode POS PIN transactions
Total ATM transactions	PNC Bank ATM transactions	Other Bank ATM transactions

## Interest Summary

Annual Percentage Yield Earned (APYE)	Number of days in interest period	Average collected balance for APYE	Interest Paid this period

## Virtual Wallet With Performance Spend Statement

For 24-hour information, sign on to PNC Bank Online Banking  
at [pnc.com](http://pnc.com)

For the period 03/12/2014 to 04/08/2014  
RICK J LATIMER

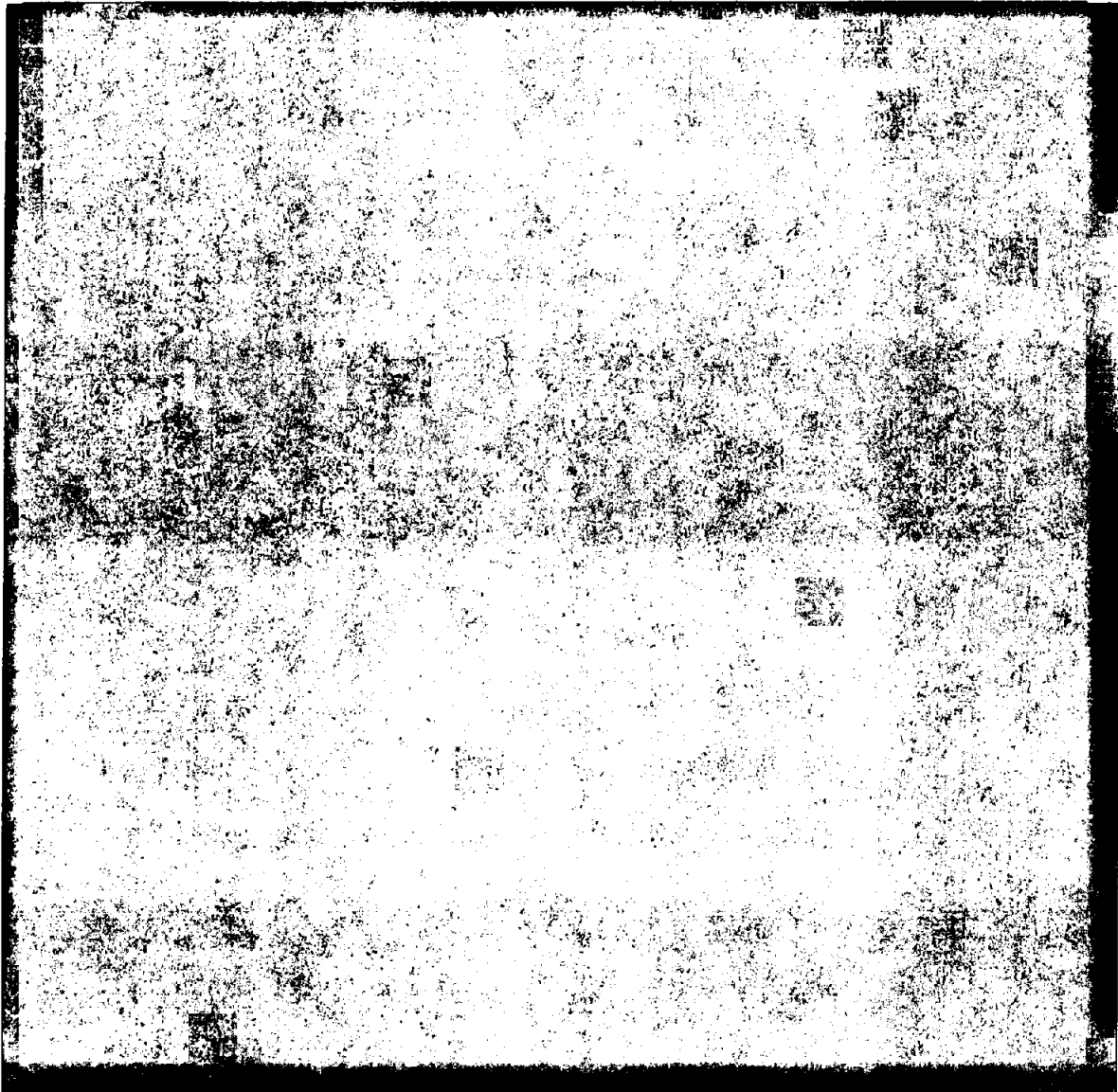
### Activity Detail

#### Deposits and Other Additions

Date	Amount	Description
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[REDACTED]		
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04/07	1,000.00	Mobile Deposit Reference No. 070706874
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Banking/Check Card Withdrawals and Purchases continued on next page